

# EXHIBIT B

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA

ATLANTA DIVISION

In re: Equifax, Inc. §  
Customer Data Security §  
Breach Litigation § Case No.: 1:17-md-2800-TWT

\* \* \* \* \*

ORAL DEPOSITION OF

MIKELL WEST

TAKEN ON DECEMBER 4, 2019

\* \* \* \* \*

ORAL DEPOSITION of MIKELL WEST, produced as a  
witness at the instance of the Class, and duly sworn,  
was taken in the above-styled and numbered cause on the  
4th day of December, 2019, from 10:08 a.m. to 12:57  
p.m., before SYLVIA KERR, CSR, RPR, CRR, in and for the  
State of Texas, reported by machine shorthand, at the  
offices of Huseman Law Firm, 615 N. Upper Broadway,  
Suite 2000, Corpus Christi, Nueces County, Texas,  
pursuant to the Federal Rules of Civil Procedure and the  
provisions attached hereto.

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1 MIKELL WEST,

2 having been first duly sworn, testified as follows:

3 EXAMINATION

4 BY MR. PIZZIRUSSO:

5 Q. We met before. My name is James Pizzirusso.  
6 I'm with the firm of Hausfeld. We represent the class,  
7 one of the -- on the PFC in the Equifax matter. Could  
8 you state your name and spell it for the court reporter.

9 A. Sure. Mikell, spelled M-i-k-e-l-l, West.

10 Q. And what's your address, Mr. West?

11 A. 5109 Goldeneye, one word.

12 Q. And is that your home address?

13 A. Yes, that's correct.

14 Q. And have you ever been deposed before?

15 A. I have never been deposed before.

16 Q. Have you ever taken a deposition before?

17 A. I have taken many depositions.

18 Q. And you are an attorney, correct?

19 A. I am an attorney.

20 Q. About how many depositions would you estimate  
21 you've taken?

22 A. It would be hard to guess, but 100 maybe.

23 Q. And you understand that in a deposition you're  
24 under oath, correct?

25 A. I do understand.

1 Q. Okay. Well, I'm just going to -- I'm sure you  
2 understand these, but I'm going to go over some of the  
3 ground rules of a deposition. It's being recorded, so  
4 obviously please speak up and give full and complete  
5 answers. Is that okay?

6 A. That's okay.

7 Q. And if you don't understand the question, let  
8 me know; but if you answer it, I'm going to presume that  
9 you understood what I was asking, okay?

10 A. Absolutely.

11 Q. And if you need a break, let us know.  
12 Obviously we would just ask that we not take a break in  
13 the middle of a pending question; is that okay?

14 A. That's fair.

15 Q. And if you give an answer but then later  
16 remember something else that would clarify or further  
17 elucidate that answer, just let us know and we can put  
18 it on the record, okay?

19 A. I can do that.

20 Q. And you're not on any medication, drugs or  
21 alcohol or sick or there isn't any reason why you  
22 wouldn't be able to answer truthfully today; is that  
23 correct?

24 A. There is not anything.

25 MR. PIZZIRUSSO: Let's mark this as Exhibit

1 No. 1.

2 (Exhibit No. 1 was marked.)

3 Q. (By Mr. Pizzirusso) I'm handing you what's  
4 been marked as Exhibit 1, the notice of deposition of  
5 objector Mikell Alan West. Have you seen this document  
6 before?

7 A. I have.

8 Q. And your counsel shared it with you?

9 A. Yes, we looked at it together.

10 Q. And do you know if you had any objection to  
11 this notice?

12 A. I believe that giving a deposition was a  
13 requirement, and I was okay with that requirement.

14 Q. And you're here because you objected to the  
15 settlement in the Equifax case; is that correct?

16 A. I did object, yes.

17 Q. What do you understand the settlement to be?

18 A. Well, the settlement, I understand, consists of  
19 many options or benefits to the class and a requested  
20 fee award for class counsel.

21 Q. What do you understand the benefits to the  
22 class to be of the settlement?

23 A. There's primarily an option, I understand, for  
24 obtaining credit monitoring services, and there's an  
25 alternative cash option, and there are options for

1 various out-of-pocket expenses or time expenses.

2 Q. Do you know what the totals for the various  
3 cash compensation are in the settlement?

4 A. When you say the total, do you mean the total  
5 benefit or the maximum available benefit?

6 Q. Well, let's start with maximum available  
7 benefit. Do you know what that is?

8 A. I understand from reading the notice that the  
9 maximum available cash benefit was \$125, but I believe  
10 even in the notice I think it said it was likely to be  
11 significantly lower.

12 Q. And the \$125, you think that's the total max  
13 cash benefit that a class member can get for any part of  
14 the settlement, or are you talking about something  
15 specific?

16 A. That's the cash option that you can choose. I  
17 know there are out-of-pocket costs and time incurred  
18 benefits that are separate from that.

19 Q. That's the cash option as the alternative for  
20 credit monitoring; is that what you're referring to?

21 A. That's my understanding.

22 Q. Okay. And do you know how much you can get for  
23 out-of-pocket losses in the settlement?

24 A. I believe that part of it was up to \$20,000 or  
25 something like that. I may be wrong.

1 Q. And do you know how much you can get for time  
2 spent dealing with the Equifax data breach?

3 A. I don't recall the specific of that. I think  
4 it was a total of maximum 20 hours at \$25 an hour maybe.

5 Q. And you had no out-of-pocket losses or time and  
6 expense yourself; is that correct?

7 A. I've had no out-of-pocket losses to date. You  
8 know, time and expense, I've spent time, you know,  
9 reviewing credit monitoring reports with the service I  
10 already have.

11 Q. Did you make a submission for the time and  
12 expense for dealing with that?

13 A. I believe I noted it on my -- on my claim. I  
14 don't think that it was a -- you know, not nearing  
15 \$20,000 or whatever the limit is; but I did note that I  
16 had spent time monitoring my credit reports.

17 Q. Okay. But let me make sure I understand. So  
18 when you say you noted it, did you actually make a claim  
19 for up to ten hours that was allowed under the  
20 settlement at \$25 an hour for time spent monitoring your  
21 credit reports?

22 A. I did note time spent on the form when I made a  
23 claim. I don't think that the claim form mentioned a  
24 rate. I think that was just in the class notice.

25 Q. Did you put in how much time you spent doing

1 that?

2 A. I believe I put in an exemplar because I spent  
3 about, you know, 15 to 30 minutes reviewing my credit  
4 report every month when I get my notices from Experian.

5 Q. So just so I make sure I understand, when you  
6 noted it, are you actually making a claim -- are you  
7 expecting compensation for -- for that time that you  
8 spent looking at your credit reports from the  
9 settlement?

10 A. Well, I'm not entirely clear on how that works  
11 as far as getting that compensation, but I did note it  
12 because it was information requested when I made a  
13 claim.

14 Q. Okay. And you mentioned before you said \$20 to  
15 \$25 an hour. Are you aware under the settlement that  
16 you're actually allowed to get up to ten hours at \$25 an  
17 hour without submitting any documentation for that  
18 claim?

19 A. Well, I don't recall that, the specific from  
20 the class notice. But, I mean, if that's what it says,  
21 that's what it says.

22 Q. So that could be up to \$250 if you spent \$10 --  
23 sorry, if you spent 10 hours dealing with issues related  
24 to the settlement, correct?

25 A. If that's what the class notice says. I don't

1 recall the specifics of what it said.

2 Q. Okay. And you mentioned it earlier, but you're  
3 okay with sitting here for an objection today? You  
4 didn't have any problem with that; is that right?

5 A. I understand it's required.

6 Q. What are you hoping to accomplish with your  
7 objection?

8 A. Well, I hope to improve the class settlement  
9 benefits for everybody in the class.

10 Q. And what -- what benefits would you, in  
11 particular, like to improve?

12 A. Well, really I think that primarily the one  
13 that I most focused on is the cash option is not a  
14 significant compensation, especially in proportion to  
15 the attorneys' fees award.

16 Q. What do you mean by in proportion to the  
17 attorneys' fee award? Can you clarify?

18 A. I can try. You know, the cash option is that,  
19 you know, I've already got credit monitoring services,  
20 and so I don't need that portion of the proposed  
21 settlement. Really, the only thing that's left is a  
22 cash option. And, you know, reading news articles, I  
23 understand that given the number of claims, that's  
24 likely to be, you know, very minimal.

25 Q. But you understand that you would be able to

1 get cash for the time you've spent monitoring your  
2 credit and submit that as well, right?

3 A. Well, again, that is a -- it's a de minimis  
4 type of, you know, compensation, I believe.

5 Q. Well, if you spent ten hours dealing with  
6 issues related to the settlement, that would be \$250 an  
7 hour that you could claim in the settlement, right?

8 A. \$250 an hour?

9 Q. I'm sorry, \$250 total. If you spent ten hours  
10 at \$25 an hour, you could claim up to \$250 without  
11 any -- providing any documentation?

12 A. And that's just based on evaluation of one's  
13 time, I suppose.

14 Q. Right. And that's more than the total that you  
15 would be able to claim under the alternative  
16 compensation for credit monitoring, right, of \$125?

17 A. Assuming that \$125 was -- was achievable even.

18 Q. Right. But that's -- I mean, up to \$250 is  
19 certainly more than potentially \$125, which -- and it  
20 could be less, right?

21 A. Well, yes, \$250 is more than \$125.

22 Q. Right. And, in fact, if you could document  
23 your time, you could get up to \$500 because 20 times  
24 250 -- I'm sorry, 20 times \$25 an hour, you could get up  
25 to \$500 just dealing with issues related to the

1 settlement, right?

2 A. That -- that math checks out, I believe.

3 Q. And do you know how your current credit  
4 monitoring compares to the credit monitoring being  
5 offered under the settlement?

6 A. I currently have credit monitoring through  
7 Experian.

8 Q. But do you understand -- do you believe that  
9 your current credit monitoring through Experian is the  
10 exact same as the credit monitoring being offered  
11 through the settlement?

12 A. I believe that it is.

13 Q. Did you compare the benefits of the credit  
14 monitoring from the settlement to the credit monitoring  
15 that you currently have through Experian?

16 A. I reviewed the -- the benefits. And I know  
17 that the monitoring that I've got through Experian, you  
18 know, I get monthly notices, I get dark web monitoring,  
19 I get alerts for any changes or, you know, hits on my  
20 credit report.

21 Q. Do you have identity restoration services as  
22 part of your credit monitoring through Experian?

23 A. I'm not 100 percent certain on that.

24 Q. But if that were being offered through the  
25 class settlement credit monitoring, and you were not

1 currently receiving it, you would agree that that would  
2 be an additional benefit that you could obtain under the  
3 settlement; correct?

4 A. Well, it would be something additional if I  
5 don't have that. I don't know the value of that  
6 particular part of the credit monitoring.

7 Q. Are you paying for credit monitoring from  
8 Experian right now?

9 A. Yes, I have been for years.

10 Q. And how much do you pay a month; do you know?

11 A. I believe it's between \$20 and \$25 a month.

12 Q. And did you put in for compensation from the  
13 settlement for the value that you have spent on credit  
14 monitoring?

15 A. I don't believe that that was a -- explicitly  
16 an option that I can recall, to input that information.

17 Q. And do you not think that it would be of  
18 benefit to you to end your current payments of \$20 to  
19 \$25 a month and take the free option from the Equifax  
20 settlement?

21 A. To be honest, that sounds like a logistical  
22 hassle. I'm not sure it's worth the time involved in  
23 doing that.

24 Q. But objecting to the settlement is worth the  
25 logistical hassle and time involved in doing that?

1           A. Well, it's a benefit in -- not just to myself,  
2 but to everyone in the class potentially, and I think  
3 that -- that benefit is of great magnitude.

4           Q. Do you believe that the entire settlement  
5 should be thrown out?

6           A. I think that a fair settlement should be  
7 reached.

8           Q. And, in your mind, what would change in the  
9 settlement to make it fair?

10          A. Well, you know, I -- my understanding is that  
11 this potential settlement was reached very early on.  
12 I'm not sure what potential additional benefits, you  
13 know, are available or were left on the table. It's  
14 really hard for me as a layperson in this aspect to --  
15 to evaluate the details of that, and that's why I  
16 retained counsel.

17          Q. But you are an attorney yourself, correct?

18          A. I am an attorney.

19          Q. And when you say your understanding that the  
20 case settled early on, what do you mean by that?

21          A. That there was not a lot of significant  
22 litigation.

23          Q. Could you describe what you mean by  
24 significant?

25          A. Well, I know class-action litigation takes

1 years at times, a lot of times. And, you know, we've  
2 got a potential settlement fairly early on, my  
3 understanding.

4 Q. Do you understand that there was a motion to  
5 dismiss, briefed, argued and decided?

6 A. I am not personally familiar with the details  
7 of the litigation.

8 Q. Have you read the complaint in this litigation?

9 A. I have not read the complaint.

10 Q. Have you read the motion to dismiss order?

11 A. I have not read the motion to dismiss order.

12 Q. So what is your -- on what are you basing your  
13 statement that the case was settled early on without a  
14 lot of litigation?

15 A. Well, like I said, my understanding is that the  
16 timeline for class-action litigation can be extensive in  
17 that with the data breach happening in 2017 and here we  
18 are in 2019, that seems to me -- you know, I've got  
19 cases older than that.

20 Q. Now, you said before you're not sure what was  
21 left on the table in terms of the settlement when I  
22 asked you what would you do to make the settlement fair,  
23 correct?

24 A. Yes, I did say that.

25 Q. So what's -- but you can't name anything

1 specifically that you would change in the settlement to  
2 make it more fair?

3 A. Well, I think the proportion of requested class  
4 counsel fee is significant and could be reallocated to  
5 provide additional benefit to the class.

6 Q. But in terms of the actual terms of the  
7 settlement, putting aside attorneys' fees, the actual  
8 provisions of the settlement and the compensation and  
9 the benefits, is there anything that you would change  
10 under that?

11 A. Well, the compensation and the benefits and the  
12 attorneys' fees, that is the entire settlement.

13 Q. I'm not talking about attorneys' fees. I'm  
14 just talking about the actual benefit to class members.

15 A. Well, we're talking about a pie, and you're  
16 saying ignore the largest slice of the pie, and what  
17 would you change about the rest of the pie.

18 Q. Okay. So the only thing that you would change  
19 about the settlement then is putting some of the  
20 attorneys' fees back to the benefit of the class?

21 A. Well, and there -- I'm not sure of the details,  
22 what other options are available. And this is outside  
23 of my, you know, experience as an attorney.

24 Q. Right. Well, you're objecting to the  
25 settlement because you think there are problems with it.

1 I'm trying to find out from you what you would do to  
2 change it so I can see if there's some way we could fix  
3 your concerns. The only one I've heard you identify is  
4 fees and that switching them -- some of the fees from  
5 the attorneys to the class, you would think, would  
6 change it. I'm just trying to figure out what else, if  
7 anything, would satisfy your concerns.

8 A. I think that would improve the cash option  
9 that's available to people like myself who already have  
10 credit monitoring services. I think that would  
11 potentially, you know, increase the proportion of the  
12 settlement available for out-of-pocket or, you know,  
13 incurred time, costs. I would not like to see the  
14 settlement changed to reduce any of the benefits to the  
15 class, for certain.

16 Q. Right. But other than that, you can't think of  
17 anything else that you would change sitting here today?

18 A. Other than --

19 Q. Other than what you just said?

20 A. Other than improving the benefits available to  
21 the class members?

22 Q. The monetary compensation by giving less to the  
23 attorneys?

24 A. Well, I'm not sure how it would be best to  
25 achieve that because I'm not a class-action litigator,

1 but I would like to see a -- an improved benefit for the  
2 class members. And if that's where it needs to come  
3 from, you know, that's an option.

4 Q. But an improved benefit just meaning more money  
5 for the class?

6 A. Absolutely.

7 Q. Right. There's nothing -- there's no other  
8 improved benefit that you can think of other than more  
9 money for the class?

10 A. Well, again, the credit monitoring service  
11 that's provided is something I already have. And so I'm  
12 not sure how to improve that for people who don't have  
13 credit monitoring that would be potentially a benefit  
14 for them. I wouldn't want to reduce any other benefits  
15 to the class, you know. If there was more available for  
16 out-of-pocket costs, I understand that that portion of  
17 the fund can run out on a first-come, first-serve basis.  
18 I think that the more benefits available for the class  
19 either in the cash option or otherwise.

20 Q. Is there anything else?

21 A. I mean, I'm not sure if there's other options  
22 that can be added to the -- as additional benefits.

23 Q. Right. But you -- sitting here today, you're  
24 not aware of any other options that can be added into  
25 the benefits?

1           A. I wouldn't have the experience or knowledge to  
2       opine on that.

3           Q. If you were successful, do you think you should  
4       be paid attorneys' fees for your objection?

5           A. I'm not acting as an attorney in this  
6       objection, so I personally would not be entitled to any  
7       fees.

8           Q. Do you think your counsel should be paid if  
9       your objection is successful?

10          A. I think if the class is benefitted, I think my  
11       attorneys are entitled to be compensated for their time.

12          Q. Do you think they should be paid on an hourly  
13       basis for their time?

14          A. I get paid as an attorney on an hourly basis.  
15       I think that is a reasonable way to get paid. I  
16       understand there are other ways to get paid. I'm not  
17       sure how class-action litigators are commonly  
18       compensated, but I understand the Court has that  
19       decision.

20          Q. Do you think they should get paid for the time  
21       that they spent working on this matter for you?

22          A. I think that they should.

23          Q. And do you know what your attorneys charge per  
24       hour?

25          A. I know it's in the -- we had to list that in

1 the objection. I recall reading it. I don't recall the  
2 number.

3 Q. And what do you charge per hour as an attorney?

4 A. It varies, depending on the client. You know,  
5 \$200 to, you know, \$350 an hour or something like that.

6 Q. If your attorneys were charging \$600 to \$700 an  
7 hour, do you think that would be in line with Corpus  
8 Christi rates for people of their experience?

9 A. In this field of litigation, I think that that  
10 is reasonable.

11 Q. And what type of law do you practice?

12 A. I do civil litigation doing insurance defense  
13 work mostly.

14 Q. And are you familiar with class actions?

15 A. You know, that depends on what you mean by  
16 familiar. I know about them. I've never participated  
17 in one before. I certainly have not represented anyone  
18 in one before.

19 Q. And when you say you've never represented  
20 anyone, do you mean on the plaintiff or defense or  
21 either one?

22 A. I have not at all.

23 Q. And I assume you're familiar with the federal  
24 rules; is that right?

25 A. Of civil procedure?

1 Q. Yes.

2 A. Yes, I am.

3 Q. And are you familiar with Rule 23?

4 A. If that's a class-action rule, I've probably  
5 not read it because I don't do class-action litigation.

6 Q. So I'm assuming you don't know, for example,  
7 the elements of Rule 23 in a class-action; is that  
8 correct?

9 A. I can't say that I do.

10 MR. PIZZIRUSSO: Okay. Let's mark this as  
11 Exhibit 2.

12 (Exhibit No. 2 marked.)

13 Q. (By Mr. Pizzirusso) And I've had the court  
14 reporter mark as Exhibit 2 what appears to be your bio  
15 from your firm's website; is that correct?

16 A. It's page 1 of 2 of my bio.

17 Q. Is there something on the other side? Is it  
18 printed on --

19 A. I'm sorry. There it is on the back, yes.

20 Q. Okay. And this is the bio from your firm  
21 website, right?

22 A. Yes, it is.

23 Q. I think we went over that. And you graduated  
24 law school in 2009; is that correct?

25 A. I did.

1 Q. And your professional associations, it says you  
2 are in the insurance law section of the State Bar of  
3 Texas, correct?

4 A. That is correct.

5 Q. And that -- I think you said that's the main  
6 area that you practice in, insurance defense; is that  
7 right?

8 A. Yes, primarily insurance defense.

9 Q. And you're a member of the Texas Association of  
10 Defense Counsel; is that correct?

11 A. Yes, I am.

12 Q. And have you ever seen anything that they've  
13 printed about class actions or been to a conference  
14 where class actions were discussed?

15 A. I've never been to a class-action conference.

16 Q. But the Texas Association of Defense Counsel  
17 doesn't talk about class actions in any of their  
18 materials that you've seen?

19 A. I couldn't tell you. I don't recall seeing  
20 one, but I've not sought out class action, you know,  
21 education.

22 Q. And you're a member of the Corpus Christi Bar  
23 Association, correct?

24 A. Yes, I am.

25 Q. And are your counsel also members of that

1 association, to your knowledge?

2 A. My counsel?

3 Q. Your attorneys?

4 A. In my firm?

5 Q. Your attorneys who represent you in this case?

6 A. You'd have to ask them. I don't -- I don't  
7 know.

8 Q. Okay. I think you said this before, but you've  
9 never served as a class representative in a case; is  
10 that correct?

11 A. That is correct.

12 Q. And do you know what the duties of a class  
13 representative are?

14 A. I can't say that I do.

15 Q. Have you ever participated in a class action as  
16 a class member by making a claim in a case?

17 A. I don't think -- I may have, you know, opted in  
18 online for something and gotten, you know, a check for  
19 \$1 in the mail before; but I couldn't recall what it was  
20 for.

21 Q. Have you ever opted out of a class action?

22 A. I have never opted out of a class action.

23 Q. Do you know what opting out means?

24 A. I understand that you opt out of the  
25 settlement, you don't participate in the benefits and

1     you have the opportunity, if you so choose, to pursue  
2     your own claim directly against the defendant.

3             Q.   And did you consider that in this case?

4             A.   I have not.

5             Q.   Why not?

6             A.   Well, my goal hopefully is to improve the  
7     benefit of the class without -- I'm not trying to  
8     establish my own claim independently.

9             Q.   But if you don't like the settlement, why not  
10    pursue your own claim independently?

11            A.   Well, you know, I'm not sure that -- that  
12    that's something I would be interested in.

13            Q.   Why?

14            A.   Well, you know, given the -- the, you know,  
15    benefits that have been offered as part of the class,  
16    I'm not sure what different benefits are -- would be  
17    available outside the class. I think that the best bet  
18    to improve the settlement for myself and others is to  
19    try to get a better settlement here.

20            Q.   And this is the first time you've ever objected  
21    to a class action; is that correct?

22            A.   I have never objected to a class action before.

23            Q.   Now, on your bio under representative  
24    experience, it says that you have handled hail, wind  
25    damage claims; is that right?

1 A. Yes, I have.

2 Q. And that wasn't a class action?

3 A. No, those are individual suits by homeowners or  
4 property owners against their insurance companies.

5 Q. Okay.

6 A. Individual actions.

7 Q. And you defended the insurance companies in  
8 those cases?

9 A. Yes, I have.

10 Q. Okay. Does your firm know that you're  
11 objecting in the class action in this matter?

12 A. I may have discussed it with, you know,  
13 acquaintances and friends at the firm. It's not, you  
14 know, a firm-involved objection.

15 Q. They know that you're being deposed today in  
16 this case?

17 A. I've told a few people in passing. But, again,  
18 you know, just so they know where I am to find me  
19 outside of the office. It is a workday.

20 Q. Does your firm know who is representing you?

21 A. I might have mentioned Rob Clore in passing.

22 Q. If your objection is successful, are you  
23 seeking to intervene as a class representative in this  
24 matter?

25 A. I'm not sure that I've, you know, considered

1       that. I don't know.

2           Q. Do you know if the firm would even permit that?

3           A. Which firm?

4           Q. Your firm?

5           A. My firm?

6           Q. Right.

7           A. I'm not sure what -- I don't know. I couldn't  
8 answer that.

9           Q. And do you think that you could negotiate a  
10 better settlement than the one that class counsel  
11 appointed here have negotiated?

12          A. Well, again, I don't practice class-action  
13 litigation. I'm here to see if the settlement can be  
14 better for everybody.

15          Q. And the way that you would make it better was  
16 by taking money from the attorneys' fees and giving it  
17 to the class?

18          A. Well, I understand that there may be many  
19 options available, and that's why I've, you know,  
20 retained counsel that I trust to help me navigate this.  
21 You know, again, it's my first time doing this.

22          Q. And have your counsel given you any other  
23 options that they think could make the settlement  
24 better?

25          A. You know, we may have -- I don't recall what

1 specifics we have discussed, but we've discussed  
2 objecting to try to improve the settlement.

3 Q. And you do not plan to appear at the final  
4 approval hearing; is that correct?

5 A. Personally myself, no, I do not.

6 Q. But your counsel may appear on your behalf; is  
7 that right?

8 A. I understand that they may.

9 Q. What did you do to prepare for your deposition  
10 today?

11 A. I met with my attorneys and reviewed the  
12 documents that we filed.

13 Q. When did you meet with them?

14 A. Yesterday.

15 Q. And for about how long?

16 A. Maybe a few hours.

17 Q. Did you meet with them at all other than  
18 yesterday in preparation for the deposition today?

19 A. In preparation for this deposition, no.

20 Q. And when you say "I met with my counsel," who  
21 are you referring to specifically?

22 A. Mr. Clore and Mr. Stewart.

23 Q. And so Mr. Stewart is here. He wasn't on the  
24 retainer agreement or the papers, but you identify him  
25 as one of your counsel in this matter as well; is that

1 correct?

2 A. Yes.

3 Q. Do you know what arrangement Mr. Stewart has  
4 with Mr. Clore and Mr. Bandas and Mr. Froelich in terms  
5 of how he is to be compensated for his time in this  
6 matter?

7 A. I'm not aware of how he will be compensated.

8 Q. Because there was a letter or an attachment to  
9 your objection that was a letter to Mr. Froelich about  
10 how Mr. Froelich would be compensated, correct? You  
11 recall seeing that?

12 A. I did see that letter, yes.

13 Q. But you're not aware of any written arrangement  
14 between Mr. Stewart and the Bandas Law Firm, correct?

15 A. I'm sure that they have an arrangement, but  
16 I -- I don't know what it is. And I'm not -- I don't  
17 have an interest necessarily to know.

18 Q. As a client, you don't want to know how your  
19 counsel are providing any potential attorneys' fees in  
20 your -- in your case?

21 A. I'm sure I could find out if I asked, but I  
22 understand that, as you probably saw in the contract, I  
23 won't be paying any of those fees. And so I believe  
24 it's up to them to, you know, see how things work out  
25 between them.

1 Q. And you said, I think, you reviewed the papers  
2 that you filed when you were meeting with the attorneys  
3 yesterday in preparation for the deposition today; is  
4 that correct?

5 A. I reviewed some documents. I reviewed some  
6 more last night by myself.

7 Q. And when you say documents, were those used to  
8 refresh your recollection in preparation for today?

9 A. It was all stuff that I had read before, yes.

10 Q. And was it all just your objection and the  
11 attachments thereto?

12 A. I believe I also reviewed the class notice  
13 again.

14 Q. Okay. Anything else?

15 A. I reviewed my contract with my attorneys.

16 Q. Is that it?

17 A. Other than the objection and the attachments, I  
18 think that would be it.

19 MR. PIZZIRUSSO: Mark this as Exhibit 3.

20 (Exhibit No. 3 was marked.)

21 Q. (By Mr. Pizzirusso) And is this the objection  
22 you've prepared for this case?

23 A. Well, that is the objection that my counsel  
24 prepared and that I reviewed and signed.

25 Q. When did you first hear about the Equifax data

1 breach; do you recall?

2 A. I recall talking with my brother-in-law about  
3 it several months ago.

4 Q. So that was the first you heard about it  
5 several months ago? Not when it happened?

6 A. You know, I may have seen it in the news.  
7 That's the first recollection I've got of hearing about  
8 it.

9 Q. And who is your brother-in-law?

10 A. His name is Florentino Ramirez.

11 Q. And is he an attorney?

12 A. He is not an attorney.

13 Q. Do you remember why you were speaking with him  
14 about it?

15 A. He's my brother-in-law. We are -- we're close.  
16 We talk a lot about lots of things.

17 Q. So at the time the data breach occurred, you  
18 didn't go onto Equifax's website to see if you were  
19 impacted by the breach at that time, right?

20 A. I don't -- I don't recall if I did or not.

21 Q. Okay.

22 A. I know I did it again recently.

23 Q. And recently you mean several months ago when  
24 you were speaking with your brother-in-law about it?

25 A. I believe he sent me the link. I don't recall

1 if I did it at that time.

2 Q. He sent you the link for the settlement?

3 A. No, for the -- the link to check if you were  
4 a -- potentially affected.

5 Q. Okay. And do you recall when you first heard  
6 about the settlement?

7 A. I recall seeing it in news articles online.

8 Q. Approximately when; do you remember?

9 A. Within the past several months.

10 Q. And when did you think to engage counsel to  
11 explore options with respect to objecting in the  
12 settlement?

13 A. Well, reviewing some of the articles and  
14 looking at some of the minimal benefits that were  
15 available and finding out that I was a class member.

16 Q. So -- but when in the time frame would you say?  
17 Like, do you recall the approximate date that that would  
18 have occurred?

19 A. Within the last couple months.

20 Q. How did you come to engage counsel?

21 A. How did I -- how did I, like, meet counsel? Or  
22 how did I --

23 Q. How did you end up retaining counsel? What  
24 were the steps that occurred where you got to that point  
25 that you hired an attorney?

1           A. Well, I've known Rob for many years. I know  
2 what the practice is in the class-action litigation. I  
3 found out I was a class member, and so we -- I reached  
4 out to him.

5           Q. And how do you know Rob?

6           A. We used to work together.

7           Q. Where was that?

8           A. At my firm, Gault Nye & Quintana.

9           Q. So Rob used to be an attorney at your -- your  
10 current firm?

11          A. That's correct.

12          Q. Okay. And do you know when he left?

13          A. I want to say within the last five years. I  
14 couldn't put a more specific date on that. I know it's  
15 been a few years.

16          Q. And do you know if he went from there straight  
17 to the Bandas Law Firm?

18          A. I think that he did.

19          Q. And are you -- were you familiar with the  
20 Bandas Law Firm before Rob left and went there?

21          A. I was aware of the Bandas Law Firm, yes.

22          Q. Do you know Chris Bandas?

23          A. I've spoken to him on the phone. I may have  
24 met him in passing at a function in person, but any  
25 substantive speaking has been over the phone.

1 Q. And would you consider Mr. Bandas a friend of  
2 yours as well?

3 A. I don't know him that well. He's an attorney  
4 that I know has a good reputation in the community.

5 Q. And how about Mr. Stewart?

6 A. Mr. Stewart, we just met recently.

7 Q. Okay. So you didn't know him prior to getting  
8 involved in your objection in this matter?

9 A. I did not, no.

10 Q. Okay. And you said, I think, that you were  
11 reviewing some articles online and you were concerned  
12 about what you were reading about the settlement, and  
13 that's when you reached out to Mr. Clore; is that  
14 correct?

15 A. That's correct.

16 Q. He didn't call you; you called him?

17 A. With regard to this, yes. And we speak on the  
18 phone and text, you know. I don't know about often, but  
19 certainly frequently. We are friends.

20 Q. But the first mention of your potential  
21 objection in the Equifax matter was raised by you?

22 A. Yes, I reached out to him.

23 Q. And you knew that he had a practice  
24 representing objectors in other class-action  
25 settlements?

1           A. Yes, I do.

2           Q. And are you aware of his successes or lack of  
3 successes in similar types of objections?

4           A. I understand that in class-action litigation  
5 and class-action objection, you know, there are  
6 successes and losses, just as in every area of the law.

7           Q. But with respect to the Bandas Law Firm and  
8 Mr. Clore, did you go back and look at what has happened  
9 in some of the other cases that they've been involved  
10 in?

11          A. Like I said, I've known Rob for years. And we  
12 talk, you know, casually as friends. I'm aware of their  
13 involvement and their successes and not so successes in  
14 other litigation.

15          Q. When you say you're aware, I mean, have you  
16 read the opinions in the cases in which they have  
17 objected?

18          A. I don't know if I read an opinion.

19          Q. Well, what's your general awareness then of  
20 their track record?

21          A. I mean, I couldn't put a batting average on it.  
22 I know that they have some success, and they have some  
23 that they don't win.

24          Q. And do you know if they've ever been criticized  
25 by judges for their objections in these types of cases?

1           A. I'm sure they have. You don't practice law  
2 long without get criticized by somebody.

3           Q. And that didn't concern you as a client  
4 retaining the Bandas Law Firm?

5           A. I've known Rob for years personally and he's  
6 somebody I consider a friend and that I trust.

7           Q. What about Mr. Bandas?

8           A. You know, Rob works with him, and so he's got a  
9 good judge of character in that respect. You know, like  
10 I said, attorneys win and lose and, you know, everybody  
11 gets criticized sometimes.

12          Q. Did you go to the settlement website and review  
13 the settlement materials before you hired counsel?

14          A. I reviewed the class notice. I, again, skimmed  
15 through the website when I was, you know, submitting my  
16 claim.

17          Q. But that was -- was that before or after you  
18 engaged counsel?

19          A. I believe that was before.

20          Q. So you submitted a claim before you spoke with  
21 Mr. Clore?

22          A. I can't recall if it was before we spoke or if  
23 it was after we spoke and before, you know, I officially  
24 retained counsel. It was around the same area of time.

25          Q. Did you submit your claim before you retained

1 counsel; do you know?

2 A. I know both my claim and my counsel retainer  
3 agreement were attached to the objection. I'd have to  
4 look at the dates to give you an answer. Does this  
5 include the exhibits?

6 Q. It does not. But I have those and I'll --  
7 we'll get to them in a minute. I'm just trying to -- I  
8 know I saw that, too, but now I can't find it. Oh, here  
9 it is. You're -- and we'll pull this out in a little  
10 bit, but it looks like you filed a claim online on  
11 November 13th, according to your declaration. You don't  
12 have any reason to dispute that, right?

13 A. I'd have to -- to give you an answer, I'd have  
14 to look at it. I don't recall the date.

15 Q. And your retainer agreement was signed on  
16 November 15th, right?

17 A. Again, I'd have to look at it to tell you for  
18 sure.

19 Q. Okay.

20 A. But if that's what's on the document.

21 Q. And do you know how -- before you signed the  
22 retainer on November 15th, how many days it had been  
23 before that that you spoke with Mr. Clore?

24 A. I couldn't put a number of days on there. Like  
25 I said, we'd speak, you know, frequently.

1 Q. But you don't know if it was a week, two weeks,  
2 two days?

3 A. What was the --

4 Q. How soon -- I mean, you -- you raised this  
5 issue with him. You didn't sign a retainer agreement, I  
6 assume, at that moment. You spoke about it. And then  
7 eventually you signed a retainer agreement. I'm trying  
8 to figure out the time lapse between when you first  
9 discussed this issue with Mr. Clore and the time in  
10 which you filed a claim -- I'm sorry, the time in which  
11 you signed a retainer.

12 A. I believe when I spoke with Rob it may have  
13 been a couple of weeks before I understand that there  
14 was a quickly approaching deadline to object.

15 Q. And were you planning to submit a claim prior  
16 to the time that you spoke with Mr. Clore?

17 A. That was something I had discussed with my  
18 brother-in-law.

19 Q. And discussed that you were planning to submit  
20 the claim?

21 A. He and I both talked about it.

22 Q. Did he submit a claim?

23 A. I don't know if he did or not.

24 Q. Do you know if he was a class member?

25 A. Odds are good that he was, but I don't know if

1 he was or not.

2 Q. He never told you, I'm a class member, too, I'm  
3 going to submit a claim?

4 A. I don't have a recollection specifically of him  
5 saying that, but I don't know if he's made a claim or  
6 not.

7 Q. Did you tell him that you were going to object  
8 to the settlement?

9 A. I have not discussed objecting with him.

10 Q. And why didn't you represent yourself pro se?

11 A. I'm sure you've heard the phrase that a lawyer  
12 who represents himself has a fool for a client. So on  
13 top of that, I don't practice class-action litigation.

14 Q. And did you want an expert in class-action  
15 litigation to represent you?

16 A. I wanted someone who certainly knew the ropes  
17 better than I did, and I know that Rob does.

18 Q. Do you know if Rob has ever represented  
19 plaintiffs in a class-action case?

20 A. I couldn't tell you that he has or hasn't  
21 represented or what side they were on. I don't know.

22 Q. But you know he's handled objections in class  
23 actions before?

24 A. I do know that, yes.

25 Q. Have you ever litigated a case against Rob?

1 A. Against Rob?

2 Q. Uh-huh.

3 A. We've never had a case against each other.

4 Q. You haven't had an insurance defense case where  
5 Rob was representing plaintiffs, for example?

6 A. No, I have not done that.

7 Q. Or the Bandas Law Firm?

8 A. I believe we might have had a case years ago  
9 with the Bandas Law Firm on the other side. I can't  
10 remember how much I personally worked on that case or an  
11 associate did some of that.

12 Q. And I believe you said before that your counsel  
13 drafted your objection; is that correct?

14 A. That is correct.

15 Q. Did you review it?

16 A. I did review the objection.

17 Q. Did you offer any edits to it?

18 A. I may have pointed out a typo here or there.

19 Q. Did they express the concerns that they had  
20 with the settlement to you?

21 A. I know we discussed that. We had a  
22 conversation about the settlement.

23 Q. And what did you express concerns about about  
24 the settlement to them with?

25 A. Well, I know the things that you and I

1 discussed previously about the minimal compensation and  
2 the, you know, nonusefulness of the credit monitoring,  
3 as it's something I already have.

4 Q. But, again, you didn't compare the benefits of  
5 the credit monitoring offered in the settlement  
6 line-by-line with the benefits offered by your current  
7 \$20 a month plan, correct?

8 A. I guess I could have racked up another couple  
9 of hours, you know, to submit if I had done that. But  
10 no, I have not.

11 Q. Okay. And this objection that you have -- we  
12 have marked as Exhibit 3, this contains all of your --  
13 all of your opinions about the settlement, correct?

14 A. It contains the meritorious objections to the  
15 settlement.

16 Q. But there's nothing else in the settlement you  
17 oppose that you didn't put into this document, correct?

18 A. You know, if I spent some more time, I might be  
19 able to find something else to complain about, but these  
20 were the big things.

21 Q. And has anything changed since you -- your  
22 attorneys drafted this for you, to your knowledge, in  
23 terms of your feelings about the settlement?

24 A. In the last two weeks, no.

25 Q. Did you review any of the other objections in

1 this case?

2 A. I have not reviewed other objections.

3 Q. So you don't know whether you agree or disagree  
4 with them?

5 A. I couldn't say that I do or do not.

6 Q. And I think we talked about this before, but  
7 you have never read the underlying complaint in this  
8 case, right?

9 A. I have not read the complaint.

10 Q. And you never read the motion to dismiss  
11 decision?

12 A. I have not read any of the pleadings in this  
13 case other than my objection.

14 Q. And you've never been to the docket and seen  
15 how many docket entries there were; is that right?

16 A. I have not reviewed the docket for this case.

17 Q. But you have access to PACER as an attorney,  
18 correct?

19 A. I have access to PACER as an attorney, that's  
20 correct.

21 Q. And do you have any thoughts about the  
22 underlying merits of the litigation?

23 A. I'm not sure what you mean by that.

24 Q. I mean, do you know whether or not the  
25 plaintiffs had a chance at surviving summary judgment or

1 getting a class certified in the litigated disputed  
2 context?

3 A. Well, I understand that there's a very large  
4 class that, you know, potentially consists of half the  
5 U.S. population that had their data breached. And I  
6 think there is certainly some liability that Equifax has  
7 for that.

8 Q. But this data breach is not an area of law in  
9 which you practice, correct?

10 A. No, sir, it is not.

11 Q. So, I mean, do you think that this would have  
12 been an easy case to prevail on?

13 A. I couldn't tell you the specifics of that one  
14 way or the other.

15 Q. Do you know how many data breach cases like  
16 this have ever been certified as a class action in a  
17 disputed litigation context?

18 A. I do not know how many.

19 Q. Would it surprise you to hear that no damages  
20 class has ever been certified in a data breach case  
21 where there was a disputed class certification motion?

22 A. You know, without a context, I can't say that  
23 that would be surprising or not.

24 Q. And you think it's generally better, do you  
25 not, to settle legal disputes when you can?

1           A. Well, I think when it's in everybody's interest  
2 and there's an equitable settlement for everyone  
3 involved, I think it can be beneficial.

4           Q. And I know we talked about class actions. You  
5 may have said you may have submitted a claim online.  
6 Are you ever aware that you submitted a claim in another  
7 data breach class action?

8           A. No, I don't believe so.

9           Q. Now, turning to your objection on page 24, the  
10 last page, is that your actual signature?

11          A. That is my actual signature.

12          Q. So you signed this yourself with that squiggly  
13 mark?

14          A. I did.

15          Q. Okay. And you didn't authorize Mr. Clore or  
16 anybody else to sign it on your behalf?

17          A. I signed it myself.

18          Q. Okay. And I think you said already that you  
19 reviewed the document and you agreed with everything  
20 that was written in it; is that correct?

21          A. I did review and I did sign it.

22          Q. Did you tell your attorneys what to write in  
23 here or did you leave it to them?

24          A. They're the attorneys that practice. I  
25 wouldn't want to tell them how to write a document.

1 Q. So is it safe to say that it's their objection  
2 as well as yours?

3 A. No, it's my objection, but they're the ones who  
4 would know how to craft the appropriate legal document.

5 Q. Turning to page 1 in your introduction, in the  
6 first sentence it says, "The requested 25 percent  
7 attorneys' fees from the portion of the settlement that  
8 class counsel actually negotiated; i.e., \$310 million is  
9 grossly excessive for mega fund settlement in this  
10 district." Do you know what you meant by "actually  
11 negotiated" there?

12 A. I understand that there was an additional  
13 settlement benefit that I believe was obtained by a  
14 federal agency that added to the pie that was not  
15 negotiated by class counsel.

16 Q. Do you know what that additional was?

17 A. It may be \$80 million. I could be wrong about  
18 that. That sounds right, though.

19 Q. Do you know if there's additional compensation,  
20 cash compensation, available beyond the \$310 million and  
21 the \$80 million for an extended claims period? Have you  
22 heard about that?

23 A. I recall reading something that said extended  
24 claims period in the notice. I don't recall the  
25 specifics.

1 Q. So do you think that the settlement value  
2 negotiated by class counsel is only \$310 million?

3 A. I believe that's -- that's accurate.

4 Q. Have you considered the value of the credit  
5 monitoring that class counsel negotiated as well?

6 A. Well, I believe that portion of that settlement  
7 is included in that. But, you know, the value to people  
8 like myself who already have credit monitoring is  
9 minimal.

10 Q. And do you know that class counsel negotiated  
11 additional injunctive relief as well?

12 A. Well, I understand that there are, I guess,  
13 practice changes that were negotiated. You know, I  
14 would think that that would be stuff that Equifax should  
15 have already been doing or should have been doing, you  
16 know, on their own.

17 Q. But they weren't, according to the settlement?  
18 They were required to do it under the settlement, right?

19 A. Well, I think that best practices improve over  
20 time for sure.

21 Q. And do you think that's an additional benefit  
22 to the class if Equifax is improving their security  
23 practices in the future?

24 A. I'm not sure how tangible of a benefit that is.  
25 Again, those being things that ideally they would have

1     been doing already.

2           Q.   But if they weren't, it would be a tangible  
3     benefit, would it not?

4           A.   It would be an intangible benefit.

5           Q.   Well, if they committed to spending a certain  
6     amount of money, I mean, that's at least -- you can  
7     pinpoint their expenditures on additional security,  
8     correct?

9           A.   Well, you know, I don't know the details of  
10    what they've agreed to do and how much they're going to  
11    spend on it, so I couldn't speculate on that.

12          Q.   But don't you think you should include the  
13    value of all of the value of the benefits in a  
14    settlement when you're considering what the total value  
15    is?

16          A.   We could certainly consider all the benefits,  
17    yes.

18          Q.   And if the benefits in this settlement that  
19    class counsel negotiated were valued at over \$1 billion,  
20    do you think the class counsel should get a portion of  
21    the overall benefit of the settlement?

22          A.   I'm not sure how -- how that number would have  
23    been calculated.

24          Q.   But hypothetically you say 10 percent of the  
25    value would be reasonable for attorneys' fees, correct?

1 A. I'm sorry?

2 Q. In your objection you say that 10 percent of  
3 the value of the settlement would be reasonable for  
4 attorneys' fees instead of the 25 percent, right?

5 A. I think of the cash value of settlement.

6 Q. But if there's additional benefits beyond the  
7 \$310 million that you're pointing to here that were as a  
8 direct result of class counsel, they should get credit  
9 for that as well, shouldn't they?

10 A. Well, I'm not sure how that would be  
11 calculated. I think that you know that's something that  
12 the court is going to take up when reviewing the  
13 settlement and the fee award.

14 Q. But you have no problem with class counsel  
15 getting 10 percent of the value of the settlement they  
16 negotiated?

17 A. I don't have a problem with the class counsel  
18 being compensated for the work that they've done in a  
19 reasonable matter.

20 Q. And you say that should be ten percent, right?

21 A. I think -- you know, as indicating ten percent  
22 or the reasonable cash value. Or, you know, potentially  
23 the time and expense that they've spent on the case.

24 Q. And you mentioned a mega fund in here. Do you  
25 know what constitutes a mega fund?

1           A. I couldn't tell you an exact threshold of what  
2           constitutes a mega fund.

3           Q. In the second and third paragraphs in your  
4           introduction you refer to numerous and substantial -- or  
5           actually, let's see -- outrageous 14 enumerated  
6           requirements. Do you see that in the third paragraph?  
7           And numerous and substantial roadblocks in the second  
8           paragraph?

9           A. Yes, I do see that.

10          Q. And what -- what roadblocks are those that  
11          you're referring to here?

12          A. Well, I know there are a number of requirements  
13          that had to be met to be able to object at all to the  
14          settlement.

15          Q. What requirements are you referring to that  
16          were roadblocks?

17          A. Well, the most -- you know, personally the most  
18          difficult one is providing four dates over a two-week  
19          period. That's two weeks after the objection deadline  
20          of which, you know, a week of that is lost for the  
21          Thanksgiving holidays.

22          Q. But you were able to provide dates, correct?

23          A. Well, it was important to me, and so I made the  
24          effort to do that.

25          Q. And it didn't deter you from filing your

1 objection, correct?

2 A. It didn't deter me, but it most likely deterred  
3 countless others, I bet.

4 Q. Well, how do you know? Have you spoken to  
5 anybody else who it deterred?

6 A. I have the luxury of being able to take time  
7 off to come here; a lot of people don't.

8 Q. And do you know if everybody who has objected  
9 has been deposed?

10 A. I couldn't answer that one way or the other.

11 Q. Is that the only roadblock you're referring to  
12 there?

13 A. That's the most, you know, one that stands out.  
14 I know there were all kinds of requirements that had to  
15 be met. Thankfully I was able to reach out to Rob to  
16 handle most of those.

17 Q. But what are the other ones you're referring to  
18 that you think were roadblocks?

19 A. You know, again, there were 14 things listed on  
20 the class notice of what had to be done. I know there  
21 were roadblocks to potentially finding an attorney.  
22 That would be more difficult that an attorney would have  
23 to meet to be able to represent an objector in this  
24 case.

25 Q. Like what?

1           A. Oh, them having to provide background  
2 information for right copies of the fee agreement,  
3 provide all kinds of information. And I'm sure you've  
4 got a copy of the class notice that we could look at.

5           Q. I'm just trying to figure out why you thought  
6 that those were roadblocks.

7           A. Because they are impediments and additional  
8 requirements that, you know, can stop people from  
9 participating and wanting to object.

10          Q. But how? How is it an impediment that you've  
11 got to provide background information and a fee  
12 agreement?

13          A. Well, it's hard for other people. I'm not  
14 saying myself necessarily, but it's hard for people who  
15 don't have, you know, people like Rob, a friend of mine  
16 who does this to help me out.

17          Q. How would it be hard for somebody who doesn't  
18 have a friend like Rob?

19          A. Well, they're not going to have somebody who  
20 can navigate all the requirements of the class notice.

21          Q. Providing a fee agreement and background  
22 information, you don't think an attorney would be able  
23 to do that without it being a roadblock? I think what  
24 you said a substantial roadblock?

25          A. Well, again, I say the primary one is having to

1 provide four dates of availability in essentially a  
2 six-day business day window.

3 Q. But, I mean, you could have asked for dates --  
4 in fact, we discussed dates with your counsel, are you  
5 aware, outside of that window?

6 A. I know what's in the class notice. I'm not  
7 aware of communications you've had necessarily with my  
8 counsel.

9 Q. So the only substantial roadblock that you  
10 think then is having to provide dates for a deposition?

11 A. I think that is one substantial impediment.  
12 I'd have to review the list to recall others.

13 Q. And the others that you mentioned were  
14 impediments to your counsel, not to you, right?

15 A. Well, they're impediments to people like myself  
16 who are trying to obtain counsel.

17 Q. But it wasn't an impediment to your ability to  
18 obtain counsel, right?

19 A. To me, no.

20 Q. And you don't know of anybody else who had an  
21 impediment to obtaining counsel based on those 14  
22 requirements that you discussed, right?

23 A. I've not discussed, you know, the objection  
24 with anybody else to get their experience with it.

25 MR. STEWART: Can we take a quick break?

1 MR. PIZZIRUSSO: Sure, this is a good  
2 stopping point.

3 (A recess was taken.)

4 Q. (By Mr. Pizzirusso) Before we took a break we  
5 were just talking about the impediments to obtaining  
6 counsel for the objection, right?

7 A. That's correct, yes.

8 Q. And you understand you don't have to have an  
9 attorney to file an objection in this case, correct?

10 A. I do not need an attorney, correct.

11 Q. And any objector wouldn't need an attorney.  
12 Anybody could file without an attorney, correct?

13 A. Yes. Anyone could represent themselves.

14 Q. And so even though you didn't have any  
15 impediments yourself in obtaining an attorney, you think  
16 the entire settlement should be thrown out?

17 A. I think the settlement could be improved.

18 Q. So you don't think it should be thrown out; you  
19 just think it should be improved?

20 A. Well, if it can be improved, I think it should  
21 be improved. If it can't be improved, I'm not sure what  
22 the -- what the next step is.

23 Q. But improving it, in your mind, is just putting  
24 more money into the kitty for class members from the  
25 attorneys' fees, right?

1           A.   Either that or, you know, finding more money to  
2   add to the settlement.

3                   MR. PIZZIRUSSO:   Mark that as Exhibit 4.

4                   (Exhibit No. 4 was marked.)

5           Q.   (By Mr. Pizzirusso)   And do you recognize this  
6   as the declaration you submitted attached to your  
7   objection?   I'm sorry, maybe I gave you the wrong thing.  
8   Let me look at that again.   Oh, it is.   I'm sorry -- no,  
9   I gave you the right thing.   The exhibit has another  
10   exhibit to it, correct?

11          A.   Two exhibits to it.

12          Q.   Two exhibits.   And this is your -- your claim  
13   summary and your proof of submission of a claim,  
14   correct?

15          A.   One is the claim and one is the notification  
16   that I'm a member of a class, of the class.

17          Q.   Right.   Did you prepare this declaration?

18          A.   I did not type it up.   I reviewed and signed  
19   it.

20          Q.   Okay.   And you filed a claim online; is that  
21   correct?

22          A.   I did file a claim online.

23          Q.   And it looks like, according to the last page  
24   of this, that you filed your claim on November 13th,  
25   correct?

1 A. Yes, November 13th, 2019.

2 Q. All right. We were talking about that earlier.  
3 Now you say explanation of time spent, and you say,  
4 "reviewing credit monitoring reports from Experian  
5 related to data compromise alerts, this has been a  
6 repeated time expenditure with the regular reports from  
7 Experian. The October time is an estimate of the  
8 regular amount of time routinely spent." Do you see  
9 that?

10 A. Yes, I see that.

11 Q. And you say 15 minutes?

12 A. I did put 15 minutes as an estimate, yes.

13 Q. All right. And then you said no money lost or  
14 spent, right? And no documents selected?

15 A. I have not had any out-of-pocket expenses to  
16 date.

17 Q. Right. And so how do you think you were harmed  
18 by this data breach?

19 A. Well, my personal data has been compromised and  
20 made available with the cyber attack to who knows what  
21 types of people.

22 Q. But you have no out-of-pocket losses related to  
23 that, that you have claimed or that you're aware of,  
24 correct?

25 A. No out-of-pocket losses; that's correct.

1 Q. And so if you already have credit monitoring  
2 and you don't want to take the new credit monitoring  
3 from the settlement, why do you think you should be  
4 entitled to a cash payment at all?

5 A. Well, I think that as a member of the class who  
6 has been harmed by the exposure of my data, I'm entitled  
7 to compensation, as is every member of the class.

8 Q. Well, there's not compensation for the mere  
9 exposure of your data, correct, in the settlement?

10 A. Well, the entire settlement is compensation for  
11 the exposure of the data.

12 Q. That's how you view the settlement?

13 A. Well, the class-action lawsuit is, I  
14 understand, based on the exposure of the data, and  
15 that's why there's been litigation, and that's why  
16 there's a settlement.

17 Q. Do you think you would have an entitlement to  
18 monetary compensation for the mere exposure of your  
19 private data in another case?

20 A. I'm not sure what exactly you mean by that.

21 Q. So let's -- let's say a hypothetical. You have  
22 your data, it's given to a company, that data gets  
23 stolen, but you're never harmed. It's never used. You  
24 don't even know if anybody ever viewed it. You just  
25 know that it was stolen from the company.

1                   You think you should be entitled to  
2                   compensation by the mere fact that your data was stolen  
3                   from that company even if you were never the victim of  
4                   any kind of identity fraud or theft?

5                   A. I think the harm is difficult to quantify.

6                   Q. And -- but you think you have a financial harm  
7                   from that?

8                   A. I think there is a significant potential  
9                   financial harm.

10                  Q. Potential financial harm, but not an actual  
11                  harm?

12                  A. Well, luckily I've not had any out-of-pocket  
13                  losses to date.

14                  Q. Right. And so if you don't have out-of-pocket  
15                  losses, you still believe you should be entitled to a  
16                  cash payment?

17                  A. I think every member of the class is entitled  
18                  to a benefit from the settlement.

19                  Q. Right. And every member of the class is  
20                  getting a benefit from the settlement, correct?

21                  A. Nominally, yes.

22                  Q. And we discussed before that you could have  
23                  filed your own case and opted out, but you decided you  
24                  didn't want to do that, right?

25                  A. I did not have an interest at this time in

1     opting out and filing my own case.

2           Q. Did you contact the class counsel in this case  
3     to ask them any questions that you might have had about  
4     the settlement?

5           A. I did not contact class counsel. I contacted  
6     my friend Rob.

7           Q. And you didn't think to reach out to class  
8     counsel first to express any concerns you had to see if  
9     they could be addressed before filing an objection?

10          A. Well, I reached out to Rob, knowing that he's  
11     familiar with this type of litigation and issues. And  
12     so I started with someone that I knew and trusted.

13          Q. And do you know if Rob reached out to class  
14     counsel to ask them any questions?

15          A. I couldn't tell you if he did or not.

16          Q. Do you know if Rob reached out to express any  
17     concerns or hurdles with the way the objection process  
18     went?

19          A. I couldn't tell you if he did or not.

20          Q. And if additional money was provided to the  
21     class from the settlement without reducing the amount  
22     paid in attorneys' fees, would that satisfy your  
23     concerns?

24          A. That's a very abstract, you know, hypothetical.

25          Q. Okay. Well, you in specific -- the fees

1 requested were 77 and a half million dollars. You think  
2 they should be 31 million dollars. So if there was an  
3 additional -- what's the math -- \$46.5 million that went  
4 into the settlement that didn't impact the amount paid  
5 in to attorneys' fees, would that satisfy your concern?

6 A. I can't speculate on that. And I don't think  
7 that that's ten percent math anyways.

8 Q. I'm not doing the math. I'm just asking if  
9 your contention is that the attorneys' fees should be  
10 reduced from 77.5 to \$31 million, why do the attorneys  
11 have to be harmed or get less money in order to satisfy  
12 your concern that an additional \$46.5 million went into  
13 the settlement?

14 A. Well, I'd have to look at the proposed terms of  
15 whatever the additional \$46.5 million do. I mean, I  
16 can't answer that in a hypothetical.

17 Q. Back to your objection, I think that's Exhibit  
18 3. On page 3 you say in the second sentence, "although  
19 this objection is asserted on behalf of Mr. West alone,  
20 it applies equally to the class as a whole and  
21 particularly to class members like him with existing  
22 credit monitoring." Do you see that?

23 A. What page?

24 Q. Page 3.

25 A. I'm sorry.

1 Q. Second sentence at the top.

2 A. Okay. I see that.

3 Q. Are you trying to represent a class of  
4 objectors here?

5 A. I'm only objecting on behalf of myself, but the  
6 goal is to improve the settlement for everyone.

7 Q. And you say "who are likely to receive  
8 minuscule payments." What do -- how much is minuscule,  
9 in your mind?

10 A. Well, I've seen news articles that with the  
11 number of potential class claimants, that the  
12 alternative option could be as little as 50 cents for a  
13 class member.

14 Q. And so 50 cents would be minuscule; is that  
15 what you're referring to by that statement?

16 A. I think that would be very minuscule.

17 Q. And do you know how many class members would  
18 have to have valid claims in order for there to be a 50  
19 cent claim? Do you remember what that article  
20 mentioned?

21 A. I don't recall a number of class members  
22 required.

23 Q. Do you know how much additional 46 and a half  
24 million taken from attorneys' fees, even if it was all  
25 added to the alternative compensation for credit

1 monitoring that you're complaining about, do you know  
2 how much that would add per class member to that number?

3 A. I couldn't do the math and tell you without  
4 knowing more information.

5 Q. Well, let's say there were 10 million claims  
6 submitted there, and that would be \$4.65 per class  
7 member. Do you think that would be a substantial  
8 increase to that number that it would satisfy you?

9 A. Well, that would be a tenfold increase. But,  
10 again, that's probably not the only option for improving  
11 the -- there are probably several options, including  
12 that, to improve the class benefits.

13 Q. Well, that's the option that you talk about in  
14 your papers. You don't mention any other one, do you?

15 A. That is one option.

16 Q. Well, what other options do you mention in here  
17 that you're -- you would do instead?

18 A. I think that is the primary objection to the  
19 settlement contained explicitly within the brief here,  
20 but we do incorporate other objections to the adequacy  
21 and reasonableness of the settlement in whole.

22 Q. But you haven't reviewed those objections, you  
23 said, correct?

24 A. I have not reviewed those personally, no.

25 Q. And you don't know what -- what they contain,

1 right?

2 A. I couldn't give you details as to what any of  
3 the pleading contains.

4 MR. PIZZIRUSSO: Let's mark this as Exhibit  
5 5.

6 (Exhibit No. 5 was marked.)

7 Q. (By Mr. Pizzirusso) I'm handing you a copy of  
8 the frequently asked questions from the settlement  
9 website. I think you said you've been to the website  
10 and reviewed this; is that right?

11 A. I went to the website and I looked at several  
12 pages. I didn't study the website.

13 Q. Now, if you go to the second page of this  
14 document at No. 7 --

15 A. The second page goes to No. 3.

16 Q. I'm sorry. I have a different one than you.  
17 Keep going. It should be the second page. Yes. Is  
18 there a -- it's got a little mark on it. Do you see  
19 that?

20 A. Yes.

21 Q. Okay. So this is "how will the settlement  
22 compensate me for identity theft I've already suffered,  
23 the money I've already paid to protect myself and my  
24 time spent on those things?" The one that I marked  
25 there, the second bullet point under payment for

1 unreimbursed out-of-pocket losses, you see where it says  
2 credit monitoring or identity theft protection costs you  
3 paid on or after September 7th, 2017?

4 A. I see that marked bullet point.

5 Q. So that was something you could claim on the  
6 claim form if you're paying Experian for credit  
7 monitoring costs, correct?

8 A. That's what it looks like.

9 Q. And you didn't make that claim, did you?

10 A. I have not made that claim.

11 Q. Now, if you go -- scroll down to the next one,  
12 next Point 8, "how will the settlement help me protect  
13 against future identity theft and fraud?" Do you see  
14 that? It's at the bottom of the page.

15 A. I see that.

16 Q. It says settlement benefit credit monitoring  
17 services. It says, "The settlement provides a way to  
18 help protect yourself from unauthorized use of your  
19 personal information. Settlement class members may  
20 submit a claim to enroll in at least four years of three  
21 bureau credit monitoring services provided by Experian  
22 at no cost. These services include the following  
23 features: free bureau credit monitoring providing  
24 notice of changes to your credit report at all three  
25 national credit bureaus." Do you know if your current

1 Experian credit monitoring includes all three bureau  
2 credit monitoring?

3 A. I know that it provides access to all three  
4 bureaus at some interval.

5 Q. Do you know if it provides up to a million  
6 dollars in insurance covering costs related to identity  
7 theft or fraud?

8 A. Sitting here today, I couldn't tell you.

9 Q. Do you know if it provides real-time  
10 notification of credit inquiries and other  
11 notifications?

12 A. If that means up-to-date email alerts for  
13 credit inquiries, then yes.

14 Q. Do you know if it provides on-demand online  
15 access to a free copy of one bureau credit report  
16 updated on a monthly basis?

17 A. I get access to a credit report email  
18 notifications every month.

19 Q. Do you know if it provides cyber agent dark web  
20 monitoring that monitors Internet activity for the  
21 trading or selling of your personal information?

22 A. I don't know if it's a cyber agent, but I do  
23 receive emails -- I have received emails from Experian  
24 saying that my data is on the dark web.

25 Q. And -- but currently you're paying \$20 or \$25 a

1 month for that service, right?

2 A. I am paying for that service.

3 Q. And so what does that come out to a year, do  
4 you think?

5 A. Forgive my math if I'm wrong, but maybe \$300 a  
6 year.

7 Q. And under the settlement, it would be provided  
8 for four years for free, correct?

9 A. That's my understanding, yes.

10 Q. So instead of applying for the free credit  
11 monitoring and the alternative compensation of \$125 --  
12 I'm sorry, instead of applying for the free credit  
13 monitoring and saving yourself \$1200 over four years,  
14 you're objecting that instead you can't claim \$125?

15 A. I think that's a logistical hassle to have to  
16 create a new account, disable my old account after four  
17 years, lose that account and go back to my old account.  
18 Everything is set up, and there's an opportunity cost in  
19 having to start from scratch.

20 Q. Is it a \$1200 opportunity cost? You'd rather  
21 pay -- you'd rather lose ten times the amount you could  
22 save by signing up for the free credit monitoring and  
23 complaining about not getting \$125 cash?

24 A. It's a service that I already paid for that I  
25 already see value in, that I already have obtained on my

1 own.

2 Q. But in six months you would save more than you  
3 pay for that service alone; and here you'd be getting it  
4 for four years, plus another six years of one bureau  
5 credit monitoring after that, so ten years potentially  
6 of credit monitoring. And you'd rather pay that money  
7 out of cash and only get \$125?

8 A. Well, again, it's -- it's a service I already  
9 have. It's something that I've already -- you know,  
10 there's an opportunity cost involved in taking the time  
11 to do that.

12 Q. A \$1200 opportunity cost?

13 A. I haven't done the math, but I don't know the  
14 difficulty of the logistics of doing that.

15 Q. Well, the logistics are just cancelling one and  
16 signing up for a new one through the web -- through  
17 claim online. I mean, that's -- you already signed up  
18 for the claim -- you already submitted a claim already.  
19 It would literally just be submitting a new claim and  
20 cancelling your old service.

21 A. I couldn't answer what's involved, not having  
22 done that.

23 Q. I'm just trying to understand rationally why  
24 you think adding another \$4.65 to the alternative  
25 compensation is a better deal than taking \$1200 in free

1 value from not paying \$20 or \$25 a month. I just -- I  
2 don't get it. Can you explain it to me? It's the --  
3 the opportunity cost is the only thing that you -- or  
4 the logistical concerns?

5 A. It's a -- it's not insignificant. And that's  
6 assuming that, you know, \$46 million from the attorneys'  
7 fees is the only potential added benefit to the class.

8 Q. That was the only benefit that -- you just read  
9 through your entire -- your entire objection. That was  
10 the only benefit you mentioned in your objection, right?

11 A. That is one benefit, but there are other  
12 objections that we -- that we incorporate to the  
13 reasonableness and sufficiency of the settlement in  
14 whole.

15 Q. And you could have also claimed for, as we just  
16 saw, the time -- the money you've spent for your credit  
17 monitoring services since September, and you didn't make  
18 that claim, right?

19 A. I think that was kind of buried in the FAQ. I  
20 did not make a claim for that, no.

21 Q. And you didn't make a claim for the time you  
22 spent monitoring your credit reports after the data  
23 breach, right?

24 A. I did include that on my -- on my claim form.

25 Q. But then you also say you have no out-of-pocket

1 losses?

2 A. Well, I'm not sure of how out-of-pocket losses  
3 are being defined.

4 MR. PIZZIRUSSO: Let me mark this as  
5 Exhibit 6.

6 (Exhibit No. 6 was marked.)

7 Q. (By Mr. Pizzirusso) I've handed you what's  
8 been marked as Exhibit 6. This was also an attachment  
9 to your declaration. Do you recall seeing this?

10 A. I have seen this before.

11 Q. It says "a description of Mr. West's lawyer's  
12 legal background and prior experience in connection with  
13 class-action litigation," correct?

14 A. That's what the title says, yes.

15 Q. And if you turn to Mr. Clore, it says in his  
16 description at the bottom of page 1, "He has assisted in  
17 securing many victories on behalf of clients in both  
18 personal injury and class-action matters." Do you see  
19 that?

20 A. Yes, I see that.

21 Q. And do you know -- I think we talked about this  
22 earlier, but do you know if he's actually ever  
23 represented plaintiffs in a class action?

24 A. I don't know the answer to that.

25 Q. So do you know what victories he's referring to

1 here?

2 A. I couldn't tell you what specifically he's  
3 referring to here.

4 Q. If you turn it over to the next page, the last  
5 sentence in Mr. Clore's description says, "Mr. Clore's  
6 experience in class-action litigation is assisting class  
7 members in objecting to unfair settlements and excessive  
8 fee requests." Do you see that?

9 A. I do see that.

10 Q. So you're not aware that he's actually ever  
11 prosecuted them; he just lists here the fact that he  
12 assists class members in objecting to settlements,  
13 right?

14 A. I don't know the extent of his experience in  
15 litigation, but I do see that he has assisted class  
16 members there.

17 Q. And you didn't ask him the extent of his  
18 experience before you retained him?

19 A. I have not asked him for a resumé of all of the  
20 cases that he's handled.

21 Q. Don't you think having an attorney experienced  
22 in prosecuting and settling class actions would be  
23 helpful to knowing whether a class-action settlement was  
24 good or bad?

25 A. I think Rob has the reputable experience to

1 represent me in this matter.

2 Q. And then turning to Mr. Bandas, do you know  
3 what type of law Mr. Bandas generally handles?

4 A. I couldn't tell you the extent or breadth of  
5 the kind of cases he handles.

6 Q. Have you ever seen his ads on TV?

7 A. To be honest, if it's not on Hulu, I haven't  
8 seen any ads.

9 Q. Do you know if he's ever litigated a  
10 class-action case?

11 A. I couldn't tell you one way or the other.

12 Q. Do you see the third sentence here where it  
13 says "though he has been criticized by some courts for  
14 his representation of objecting class members," do you  
15 see that?

16 A. I see that sentence.

17 Q. Do you know what that's referring to?

18 A. I'm assuming that he has represented objectors  
19 and had significant success in improving class  
20 settlements.

21 Q. But this says -- I mean, this is his own bio  
22 that he wrote. He says he has been criticized by some  
23 courts. Do you know what the criticizing is all about?

24 A. I've not read a specific criticism of him, so I  
25 don't know what specifically courts have said about him.

1           Q. And that didn't cause you concern to say, well,  
2 I should go see what courts are saying about my counsel  
3 in this case?

4           A. Again, my primary contact has been through Rob,  
5 who's an attorney I've known for ten years, both  
6 professionally and personally.

7           Q. But Mr. Bandas signed the retainer of you,  
8 correct?

9           A. I believe he's the principal of the firm. That  
10 would be his role.

11                   MR. PIZZIRUSSO: Let's mark this as Exhibit  
12 No. 7.

13                           (Exhibit No. 7 was marked.)

14           Q. (By Mr. Pizzirusso) This is the retainer that  
15 you signed with the Bandas Law Firm, correct?

16           A. This is the agreement, yes.

17           Q. And on page 5, that's your handwritten  
18 signature again?

19           A. That is my handwritten signature.

20           Q. Okay. And if you go to 1.3 of this on the  
21 first page, purpose of representation, do you see that?

22           A. I do see that paragraph.

23           Q. And then if you sort of scroll down to the  
24 middle it says "you acknowledge that prior to the  
25 execution of this agreement, you contacted me seeking

1 legal advice about your rights and options as a class  
2 member," right?

3 A. I see that sentence.

4 Q. And Mr. Bandas is the one who signed this  
5 agreement, correct, not Mr. Clore?

6 A. That is Chris's signature.

7 Q. But you did not speak with Mr. Bandas?

8 A. I did speak with Mr. Bandas.

9 Q. So -- okay. So you -- this is correct then,  
10 that you did contact him seeking legal advice about your  
11 rights and options as a class member?

12 A. I did contact the Bandas Law Firm and I have  
13 spoken to both Rob and Chris about the case.

14 Q. And then it says, "you further acknowledge the  
15 following: 1, that you were not solicited by me or any  
16 other lawyer." Do you see that?

17 A. I do see that.

18 Q. So neither Mr. Bandas nor Mr. Clore solicited  
19 you to serve as an objector in that case; is that your  
20 testimony?

21 A. They have not solicited me to serve as an  
22 objector.

23 Q. Okay. And then it says, No. 2, "you have not  
24 been paid or promised any money incentive or any other  
25 consideration to assert your rights as a class member

1 with an interest in the proposed settlement." Do you  
2 see that?

3 A. I do see that.

4 Q. So you're not seeking any money on your own  
5 behalf as a part of your objection; is that true?

6 A. I understand that if the class settlement is  
7 improved that, you know, the court may award an  
8 incentive award. But, you know, the goal is to improve  
9 the class settlement.

10 Q. And would you waive the ability to seek such an  
11 incentive award for yourself?

12 A. I couldn't answer that question today.

13 Q. And at 3.2 of this agreement it says, "The  
14 attorneys may petition the court for a payment to you or  
15 may ask class counsel or defendants to make a payment to  
16 you in recognition of your service as an objector and/or  
17 for other factors related to your service as an  
18 objector. This is referred to herein as an incentive  
19 award or incentive payment. You understand any  
20 incentive award or payment sought will never exceed  
21 \$5,000." Do you see that?

22 A. I see that in the paragraph.

23 Q. And did the Bandas Law Firm suggest that you  
24 would get \$5,000 for serving as an objector in this  
25 case?

1           A. They haven't made any, you know, suggestions or  
2 intimations of what I might get.

3           Q. Do you know how much the class representatives  
4 in the actual litigation are seeking for incentive  
5 awards to serve as class representatives in the case?

6           A. I do not know what they're seeking.

7           Q. Would it surprise you to find out that it's  
8 actually \$1500 and not \$5,000?

9           A. No, I couldn't tell you if that's normal or  
10 abnormal. That doesn't surprise me one way or the  
11 other.

12          Q. Do you think that you should get more than a  
13 class representative in an incentive award for objecting  
14 to a settlement?

15          A. You know, that's not -- we have not discussed  
16 an amount. I mean, this simply sets a ceiling.

17          Q. Would you agree that you shouldn't get more  
18 than what the class representatives will get if you have  
19 a successful objection?

20          A. You know, I will cross that bridge when we get  
21 there. I'm not sure what -- what anybody is going to  
22 end up getting.

23          Q. It says, "you understand that it cannot be  
24 determined with certainty in advance whether you will  
25 qualify for an incentive payment or award at all." Do

1     you see that?

2             A.   I see that sentence.

3             Q.   Do you know why that is?

4             A.   Well, you know, it's the nature of litigation  
5     that it's uncertain.

6             Q.   If you go to the next section, Section 3.3,  
7     attorneys' fees, do you see that?

8             A.   I see that paragraph.

9             Q.   If you sort of go to the middle it says, "The  
10    attorneys' fees will be paid by the defendants and/or as  
11    part of the attorneys' fees awarded to class counsel  
12    and/or awarded by the court and never from your portion  
13    of the recovery or settlement under paragraphs 3.1 or  
14    3.2." Do you see that?

15            A.   I see that sentence.

16            Q.   So you understand that if your counsel -- if  
17    your objection is successful, your counsel will be  
18    seeking fees from the settlement in the same way that we  
19    have sought fees from the settlement, the class counsel  
20    have sought fees, right?

21            A.   I understand that they will be seeking, you  
22    know, compensation for their time and efforts.

23            Q.   And you have no problem with your counsel  
24    getting money from the same pot or fund for fees that  
25    you're criticizing class counsel for taking in this

1 case?

2 A. I think they're entitled to a reasonable fee.

3 I think class counsel is entitled to a reasonable fee.

4 Q. If you turn to Section 5.4 of this retainer  
5 agreement, deposition, do you see that?

6 A. I see that paragraph.

7 Q. So you knew before you even signed this  
8 retainer that you could be deposed in this litigation,  
9 correct?

10 A. I was aware that I may be deposed.

11 Q. And you had no concerns with signing the  
12 retainer and being deposed at that time, right?

13 A. I knew it was a requirement from the class  
14 notice.

15 Q. And you signed it anyway, right?

16 A. I did sign it.

17 Q. And it says in the third sentence, "The  
18 attorneys taking your deposition may inquire about  
19 personal matters and criticize your objection."

20 I haven't inquired about any personal  
21 matters for you, have I?

22 A. It depends on personal. Not deeply personal,  
23 no. I mean, my employment, which isn't relevant to the  
24 case, but nothing personal personal.

25 Q. It says, "They may also have criticisms of the

1 Bandas Law Firm for its prior representation of other  
2 objecting class members." Do you see that?

3 A. I do see that.

4 Q. And it was similar to the language that we just  
5 went through from Mr. Bandas about courts have  
6 criticized him, right?

7 A. Well, they both reference criticism.

8 Q. Right. And you didn't ask for details when you  
9 saw this in the retainer agreement either, correct?

10 A. I didn't ask for any particular details about  
11 any particular case.

12 Q. And have you ever Googled Mr. Bandas and  
13 objections or looked for information about his prior  
14 objections on the Internet?

15 A. I have not.

16 Q. And you want to hire the most ethical law firm  
17 that you can to represent you in handling an objection  
18 like this, right?

19 A. I want to hire the most competent and  
20 professional and ethical attorneys that I know.

21 Q. And do you know if Mr. -- if the court has ever  
22 sanctioned the Bandas Law Firm for filing frivolous  
23 objections in other cases?

24 A. I couldn't answer that one way or the other.

25 Q. Do you know if Mr. Bandas has ever admitted to

1 unauthorized practice of law without a license related  
2 to objections in class actions?

3 A. I've not seen anything that documents that.

4 Q. Would that concern you if that were the case?

5 A. Well, out of context. I'd have to know the  
6 context.

7 MR. PIZZIRUSSO: And let's mark this as  
8 Exhibit 8.

9 (Exhibit No. 8 was marked.)

10 Q. (By Mr. Pizzirusso) This is also an attachment  
11 to your objection, cases in which Mr. Clore, Mr. Bandas,  
12 and/or the Bandas Law Firm have represented class  
13 members in filing an objection to a class-action  
14 settlement in the preceding five years. Do you see  
15 that?

16 A. I see that title, yes.

17 Q. And I think you said you haven't looked at any  
18 of their objections or rulings in any of these cases  
19 listed here; is that right?

20 A. I have not researched any of these cases.

21 Q. But you know they objected in at least 44 other  
22 cases that they listed right here, correct, in the last  
23 five years?

24 A. That's the number listed here, yes.

25 (Exhibit No. 9 was marked.)

1 Q. (By Mr. Pizzirusso) Okay. Let's mark this as  
2 Exhibit 9. I'm handing you an article from Class Action  
3 News titled Notorious Serial Objector May Have Filed His  
4 Last Objection. Do you see that?

5 A. I see the title, yes.

6 Q. And have you ever seen this article before?

7 A. I have not seen this article before.

8 Q. And Mr. Bandas didn't provide this to you, I  
9 assume, then?

10 A. I have not seen it before.

11 Q. So the first paragraph says, "Texas attorney,  
12 Christopher Bandas, has made a name for himself in the  
13 legal community and not in a good way. Regarded as the  
14 most prolific serial objector in the country, Bandas  
15 routinely objects to class-action settlements hoping to  
16 leverage a payment from the settling attorney to simply  
17 go away." Do you see that?

18 A. I see the first paragraph.

19 Q. It says, "The business model seen as a form of  
20 legal extortion among critics has paid Banda handsomely  
21 over the years, but two recent court rulings and  
22 revisions to the Rules of Civil Procedure may signal an  
23 end to this much maligned practice. The first whiff of  
24 trouble for Bandas came on November 20th last year" --  
25 this was written in 2019, so that would be November

1 20th, 2018 -- "when an Illinois appellate court found  
2 Bandas had engaged in an unethical pattern of rent  
3 seeking behavior. The appeals court judges also found  
4 Bandas had engaged in a fraud on the court, worthy of  
5 discipline by the state." Do you see that?

6 A. I see that paragraph.

7 Q. And this is the first time you've ever heard  
8 about that?

9 A. This is the first time I've seen this article.

10 Q. All right. Well, let's look at that decision  
11 that is being referenced here.

12 (Exhibit No. 10 was marked.)

13 Q. (By Mr. Pizzirusso) And I've handed you a copy  
14 of the decision in Clark v. Gannett, 2018 IL App (1st),  
15 172041. And I think you said you've never seen this  
16 decision, right?

17 A. That's correct.

18 Q. All right. If you turn to paragraph 11 of  
19 this, paragraphs 70 and 71, and it's talking about the  
20 objection brought in this case. But if you scroll down  
21 in the middle of this paragraph or actually the third  
22 sentence, it says, "As noted in Judge Pallmeyer's ruling  
23 in Edelson PC, courts nationwide have denounced  
24 defendant's behavior, specifically Bandas, Thut,  
25 T-h-u-t, and Stewart. The Gannett case was cited as one

1 of 15 lawsuits since 2009 in which Bandas, Thut and  
2 Stewart have repeated the same basic pattern,  
3 frivolously object, appeal its denial, settle out of  
4 court and withdraw." Do you see that?

5 A. I see that sentence.

6 Q. It says, "One federal judge found that Bandas  
7 routinely represents objectors purporting to challenge  
8 class-action settlements and does not do so to  
9 effectuate changes to settlements, but does so for his  
10 own personal financial gain and has been excoriated by  
11 courts for this conduct," cites a case.

12 Another federal judge described Mr. Bandas  
13 as "a known vexatious appellant who has been repeatedly  
14 admonished for pursuing frivolous appeals of objections  
15 to class-action settlements." Cites some cases.

16 Then in paragraph 71, "the same pattern of  
17 rent seeking behavior expressed in Edelson PC exists  
18 here." Do you see that?

19 A. I see that sentence.

20 Q. And that was the quote from the article we just  
21 read. Does that concern you at all?

22 A. Well, I've read everything out of context. I  
23 can't tell you one way or the other.

24 Q. Okay. And if you go to the bottom of paragraph  
25 71, it says, "Therefore, we vacate the order denying the

1 motion for Rule 137 sanctions, remand the matter to  
2 trial court. We direct the Court to conduct a new  
3 hearing with admission of evidence of similar conduct in  
4 other cases to determine whether the objection was  
5 indeed filed for improper purpose." Do you see that?

6 A. I see that sentence.

7 Q. If you turn back to -- I don't know what  
8 exhibit it was, but the exhibit with the list of cases  
9 Mr. Bandas and Mr. Clore have been involved in.

10 A. (Witness complies.)

11 Q. Do you have that in front of you? Turn to No.  
12 32. That's the Clark v. Gannett case that we just read  
13 about, right?

14 A. It's the same name, yes.

15 Q. Yeah. And under the description of that case,  
16 it says, "Objections struck as contempt for objector  
17 failing to appear for hearing. Appeal dismissed for  
18 lack of jurisdiction." Do you see that?

19 A. I see that.

20 Q. In reading what I just read to you, how they're  
21 vacating the order denying sanctions, remanding for a  
22 new hearing to allow evidence of other similar conduct  
23 in other cases, does this appear to you to be an appeal  
24 dismissed for lack of jurisdiction?

25 A. Well, it's remanded, so I don't know what --

1     what was the ultimate conclusion of this case. I've  
2     just been read a couple of sentences out of two  
3     paragraphs.

4           Q. Well, if you want to read the whole case, we  
5     can go off the record and do that. That would be fine  
6     with me. I'm just trying to understand if you think  
7     that remanding for an additional Rule 137 sanctions  
8     hearing to allow more evidence means an appeal was  
9     dismissed for lack of jurisdiction in your knowledge as  
10    a lawyer?

11          A. I'm sorry?

12          Q. As an attorney, do you think that it is an  
13     accurate description to say an appeal was dismissed for  
14     lack of jurisdiction when in realty it says that they're  
15     vacating the order, denying sanctions, remanding to the  
16     trial court to allow new hearing with admission of  
17     evidence of similar conduct in other cases to determine  
18     whether the objection was filed for an improper purpose.  
19     Do you think that's an accurate description?

20          A. Well, it sounds like the Court hasn't ruled on  
21     the merits of the objection in this -- in this order.

22          Q. Let's refer you to number -- paragraph 85 in  
23     the same decision. It says, "Bandas and Thut and  
24     Stewart, by extension, have taken advantage of a  
25     situation described as mirky and with unpredictable or

1 sporadic enforcement with a vastly uncertain scope of  
2 jurisdictional restrictions in various states." There's  
3 a cite.

4 Paragraph 86: "We reverse the judgment of  
5 the circuit court of Cook County, remand for further  
6 proceedings consistent with this opinion. The clerk of  
7 our court is directed to forward a copy of this order to  
8 the ARDC to determine whether disciplinary action should  
9 be taken against Bandas and Thut." Do you see that?

10 A. I see that paragraph.

11 Q. Again, does that sound like a dismissal of an  
12 appeal for lack of jurisdiction?

13 A. Again, I haven't read this opinion. I don't  
14 know if it addresses the merits of the objection.

15 Q. But it didn't say appeal is dismissed for lack  
16 of jurisdiction, correct?

17 A. Well, it doesn't address the merits of the  
18 objection at all.

19 Q. But it doesn't -- it doesn't dismiss the appeal  
20 for lack of jurisdiction? Do you see that anywhere?

21 A. Well, again, I don't know what -- is it an  
22 appeal of the objection or -- or this is an appeal of  
23 a -- of a denial of a sanctions award? I don't know if  
24 those are the same thing.

25 Q. Okay. And then the one sentence I missed

1       unfortunately in paragraph 85: "Both attorneys have  
2       engaged in a fraud on the court." Do you see that?

3           A. I see that sentence.

4           Q. Does it concern you that your counsel has been  
5       found by an appellate court in Illinois to engage in a  
6       fraud on the court?

7           A. Again, you know, this is out of context, and  
8       Rob is an attorney that I know and trust.

9           Q. But Rob didn't sign your retainer agreement;  
10      Mr. Bandas did, correct?

11          A. My understanding is that Chris is a principal  
12      of the firm.

13          Q. And you didn't know that Mr. Bandas had been  
14      described as having been engaged in a fraud on the court  
15      before you retained him, correct?

16          A. I have not seen this order before.

17          Q. As an attorney, do you think it's acceptable to  
18      retain counsel that has been engaged in fraud for filing  
19      frivolous objections?

20          A. I think that attorneys are routinely -- you  
21      know, lose cases, and that can happen in a various  
22      number of ways.

23          Q. Has any court ever said that you've engaged in  
24      a fraud on the court?

25          A. I have not had that order, no.

1 Q. And back to the article that we were referring  
2 to earlier, it says -- if you go down to the second  
3 paragraph from the bottom, do you see it?

4 A. What page?

5 Q. I'm sorry, page 1.

6 A. Which paragraph?

7 Q. The second paragraph from the bottom. "And on  
8 January 17th" -- do you see that?

9 A. I see that.

10 Q. It says, "On January 17th, District Court Judge  
11 Rebecca Pallmeyer" -- P-a-l-l-m-e-y-e-r -- "issued an  
12 attention getting order finding that Bandas had engaged  
13 in the unauthorized practice of law. The order  
14 responded to Bandas' own admission of responsibility in  
15 a lawsuit in federal court in Chicago that alleged  
16 professional misconduct. The lawsuit followed the fact  
17 pattern in the Gannett case but portrayed it as a single  
18 chapter in an illegal racketeering scheme being  
19 replicated in jurisdictions across the country.

20 Pallmeyer also issued a permanent  
21 injunction that placed new limits on Bandas' ability to  
22 object in any state or federal jurisdiction in the  
23 country." Were you aware of that ruling?

24 A. I have not seen this order.

25 Q. And does the fact that a federal judge in

1 Chicago issued an injunction on the Bandas Law Firm's  
2 ability to file objections in any other court in the  
3 country concern you at all? Don't you think as an  
4 objector your counsel should have let you know that  
5 there's an order, an injunction about how they can file  
6 objections in cases in this country?

7 A. I think that I don't have any context for this.

8 Q. Okay. Well, let's give you some.

9 (Exhibit No. 11 was marked.)

10 Q. (By Mr. Pizzirusso) I'm handing you what's  
11 been marked as Exhibit 11. This is the final judgment  
12 and order in Edelson PC versus the Bandas Law Firm. And  
13 it's -- if you turn to page 4, you can see it's signed  
14 by Judge Pallmeyer on January 17, 2019, the order we  
15 were just referring to in that article. Do you see  
16 that?

17 A. I see signed by the same judge.

18 Q. And the same date as that referred to in the  
19 article?

20 A. Okay.

21 Q. Now, if you turn to page 2 of this order, Acts  
22 Restrained Or Required, do you see that?

23 A. I see that heading.

24 Q. And it says, "Defendants, the Bandas Law Firm  
25 PC and Christopher A. Bandas, are hereby restrained and

1 permanently enjoined from engaging in the following  
2 actions." Do you see that?

3 A. I see that paragraph.

4 Q. So this refers not to just Christopher Bandas;  
5 it refers to his law firm, correct?

6 A. I see that both are referenced, yes.

7 Q. And Mr. Clore works for the Bandas Law Firm,  
8 correct?

9 A. He does work for the Bandas Law Firm.

10 Q. So, by extension, this would apply to him as  
11 well if it applies to his firm?

12 A. It would apply to the Bandas Law Firm, yes.

13 Q. And No. 3 in this says "paying or offering to  
14 pay or to loan any client any monies in connection with  
15 any class-action objection, unless such payment is  
16 awarded or expressly approved by a court." Do you see  
17 that?

18 A. I see that paragraph.

19 Q. And you agree it would be inappropriate for  
20 them to offer you money or payment in connection with  
21 your objection unless it's awarded or expressly approved  
22 by a court?

23 A. And they have not paid or offered to pay  
24 anything.

25 Q. But you would agree that would be improper?

1 A. That would violate the order.

2 Q. And it says, No. 4, "Seeking admission pro hac  
3 vice or otherwise to practice in any state or federal  
4 court without fully and truthfully responding to all  
5 questions on the application without attaching a copy of  
6 this judgment." Do you see that?

7 A. I see that paragraph.

8 Q. Do you know if they attached a copy of this  
9 judgment in seeking to practice in filing your objection  
10 in the Equifax matter?

11 A. I have not seen any application or anything  
12 like that.

13 Q. And you, in fact, have never seen this before,  
14 correct?

15 A. I have not seen this order.

16 Q. And it wasn't attached to your objection, was  
17 it?

18 A. It was not attached to my objection.

19 Q. Do you think they should have attached this to  
20 your objection if they were seeking to practice and  
21 represent you with your objection in this case?

22 A. I couldn't answer that question. I haven't  
23 seen a pro hac vice motion or anything like that.

24 Q. Well, even if they didn't file a pro hac vice,  
25 don't you think if they're seeking to practice and file

1 an objection in a court, that they should have attached  
2 this to those papers?

3 A. I see where it says they should have attached  
4 it to a pro hac vice or seeking admission.

5 Q. Seeking admission pro hac vice or otherwise?

6 A. That's correct.

7 Q. Right. And then it says under 5, "Defendant  
8 shall not file or cause to be filed any objection to any  
9 proposed class action in any state or federal court  
10 unless, A, such objection states whether it only applies  
11 to the objector, to a specific subset of the class, or  
12 to the entire class, and also states with specificity  
13 the grounds for the objection; and, B, any payment in  
14 connection with the objection as disclosed and approved  
15 by the Court; and unless approved by the court after a  
16 hearing, no payment or other consideration is provided  
17 in connection with foregoing or withdrawing the  
18 objection or foregoing, dismissing, or abandoning an  
19 appeal from a judgment approving the proposal." Do you  
20 see that?

21 A. I see those paragraphs.

22 Q. Also, if you look at paragraph 4 -- or, I'm  
23 sorry, Roman Numeral IV, costs, do you see that?

24 A. I do see that.

25 Q. It says, "The defendant shall pay plaintiff's

1 costs in the amount of \$5,447.65"?

2 A. I see that paragraph.

3 Q. Do you know if a similar cost order was  
4 entered -- if a similar cost order were entered here  
5 with respect to your objection that you would -- whether  
6 you or the Bandas Law Firm would pay those costs?

7 A. Per my contract, I would not be responsible for  
8 any costs.

9 (Exhibit No. 12 was marked.)

10 Q. (By Mr. Pizzirusso) Let's go to another case.  
11 This is Exhibit 12. This case is Garber v. Office of  
12 the Commissioner of Baseball, 2017 Westlaw 752183. I'm  
13 assuming this is another one that you've never seen; is  
14 that correct?

15 A. I don't believe I've seen this opinion before.

16 Q. If you turn to page 3 of the document, the  
17 third page, do you see where it starts discussion?

18 A. I see that paragraph.

19 Q. If you move over to the second column, the last  
20 paragraph in that, it says, "Throughout this proceeding  
21 Bandas' behavior has been at best unprofessional and at  
22 worst an unseemly effort to extract fees from class  
23 counsel in exchange for the withdrawal of a meritless  
24 objection to the proposed class settlement." Do you see  
25 that?

1           A. I see that sentence.

2           Q. Were you aware of that holding from a court  
3 before?

4           A. I have not seen this order before.

5           Q. Does it concern you?

6           A. You know, it's out of context. I couldn't tell  
7 you.

8           Q. If you turn to the next page, page 4, the first  
9 full paragraph it starts at star 5, "Bandas' failure to  
10 provide any legitimate support for the whole objection  
11 would be enough to cause this court concern, but Bandas'  
12 behavior throughout this proceeding has been unfitting  
13 for any member of the legal profession.

14                   Even though Bandas was substantially  
15 involved in all stages of the Hall objection, he drafted  
16 the Hall objection, and substantial portions of Hall's  
17 opposition brief, and he assisted in the preparation of  
18 Hall's pro se letter regarding sanctions, Bandas refused  
19 to enter a notice of appearance in this case, and he  
20 refused to sign any of the filings that he himself  
21 drafted.

22                   Instead, Bandas orchestrated other  
23 attorneys, Stein and Turkish, to appear on the very  
24 filings that Bandas drafted or prepared behind the  
25 scenes. Bandas' machinations were designed to avoid his

1 professional responsibilities to the court and were  
2 explicit with respect to Turkish. Turkish required as a  
3 term of his engagement that Bandas would prepare the  
4 substantive filings, including motions, and required  
5 Bandas to agree to indemnify him if he were sanctioned  
6 for his role in this case.

7 The sanctions indemnity provision in the  
8 engagement agreement between Turkish and Bandas appears  
9 to be up to the court to be an improper attempt by  
10 Turkish to avoid any financial repercussions or  
11 sanctional behavior and a way for Bandas to avoid any  
12 collateral consequences to himself if his conduct  
13 results in sanctions being imposed." Do you see that?

14 A. I see that paragraph.

15 Q. Does that concern you?

16 A. Again, it's out of context. I can't answer  
17 that question.

18 Q. And if you scroll down to the bottom, the next  
19 paragraph, starting in the middle, "Bandas' preparation  
20 of a meritless objection to the proposed settlement, his  
21 refusal to appear in the case despite his substantial  
22 involvement in preparing the Hall objection that exposed  
23 two of his local counsels to potential sanctions and his  
24 failure to affix his name to any of the litigation  
25 papers that he himself drafted and prepared belie his

1 specious assertion that his conduct was entirely  
2 innocent. Numerous courts throughout the country have  
3 publicly excoriated Bandas for the frivolous objections  
4 that he has penned and injected into class-action  
5 settlements. A district court in California, for  
6 example, wrote: Bandas routinely represents objectors  
7 purporting to challenge class-action settlements and  
8 does not do so to effectuate changes to settlements, but  
9 does so for his own personal, financial gain." There's  
10 a case cited.

11 "Similarly, a court in Illinois found  
12 Bandas is a professional objector who is improperly  
13 attempting to highjack the settlement of this case from  
14 deserving class members and dedicated hard-working  
15 counsel solely to coerce ill-gotten, inappropriate, and  
16 unspecified legal fees. Bandas has filed virtually  
17 identical frivolous objections in South Carolina, Iowa,  
18 Missouri and Florida in settlements of similar class  
19 actions." Again, citing another case. Do you see that?

20 A. I see that paragraph.

21 Q. Does that concern you?

22 A. Without context, I can't comment on the merits  
23 of the objection.

24 Q. Do you know if he prepared the papers in your  
25 objection?

1           A. If he typed it up and wrote it?

2           Q. Yeah.

3           A. I couldn't answer that question.

4           Q. And then if you go down to the next paragraph,  
5 "This court joins other courts throughout the country in  
6 finding that Bandas has orchestrated the filing of a  
7 frivolous objection in an attempt to throw a monkey  
8 wrench into the settlement process and to extort a  
9 payoff. His plan was thwarted when the Court permitted  
10 discovery to proceed on the sanctions motion, which  
11 ultimately apparently created more risks for Bandas than  
12 he was prepared to endure.

13                   Hall testified that in Bandas' numerous  
14 representations of him in objections to class-action  
15 settlement, Hall has never received funds from the  
16 settlement of any of his objections, whereas Bandas  
17 has." Do you see that?

18           A. I see that paragraph.

19           Q. Does that concern you?

20           A. Again, without -- without context, I can't tell  
21 you.

22           Q. And then if you go to the next paragraph on the  
23 next page -- or, I'm sorry, it's still part of the same  
24 paragraph. But it says, "That testimony, if true, is  
25 gravely concerning. It indicates that Bandas'

1 settlement of objections has been without any benefit to  
2 his client Hall or to the class, according the  
3 conclusion that many, if not most, of the objections  
4 being raised by Bandas are not being pursued in good  
5 faith. Ultimately, Bandas wasted a substantial amount  
6 of judicial time and effort without any benefit to Hall  
7 or to the class." Does that concern you?

8 A. It doesn't provide any context.

9 MR. PIZZIRUSSO: Let's mark this as Exhibit  
10 13.

11 (Exhibit 13 was marked.)

12 THE WITNESS: Can we take a break real  
13 quick?

14 MR. PIZZIRUSSO: Sure.

15 (A recess was taken.)

16 Q. (By Mr. Pizzirusso) I've handed you Exhibit  
17 13, another case. I think we actually cited the  
18 language from this case. I just want to turn you to --  
19 your attention to the page where it's cited on. It's  
20 the third page, 533, at the top. The left-hand column,  
21 second full paragraph in the middle of that it says,  
22 "Bandas routinely represents objectors purporting to  
23 challenge class-action settlements and does not do so to  
24 effectuate changes to settlements, but does so for his  
25 own personal gain. He has been excoriated by courts for

1 this conduct."

2 There's an appendix attached thereto and a  
3 footnote citing the Brown v. Walmart case, which I think  
4 we talked about, too. Again, this is another one. Does  
5 that concern you?

6 A. I don't have any context to consider.

7 (Exhibit No. 14 was marked.)

8 Q. (By Mr. Pizzirusso) Okay. Exhibit 14, the In  
9 re General Electric Company's Securities Litigation,  
10 998, F.Supp. 2nd, 145 (SDNY 2014). And if you turn to  
11 page 156, second to the last page on this opinion, and  
12 if you look at the first full paragraph, it says,  
13 "Moreover, while Hampe is appearing pro se before this  
14 Court, he admits he's represented in this matter by  
15 Attorney Christopher A. Bandas, who has been previously  
16 admonished for pursuing frivolous appeals of objections  
17 to class-action settlements."

18 And then if you skip down to the last part  
19 of this paragraph, same paragraph, it says, "Hampe's  
20 relationship with Bandas, a known vexatious appellant,  
21 further supports a finding that Hampe brings this appeal  
22 in bad faith." Do you see that?

23 A. I see that paragraph.

24 Q. Does that concern you?

25 A. I don't have any context to evaluate that.

1 Q. I'll give you one more.

2 (Exhibit No. 15 was marked.)

3 Q. (By Mr. Pizzirusso) And this is Exhibit 15, In  
4 re Hydroxycut Marketing and Sales Practice Litigation,  
5 2013 Westlaw 5275618. And if you turn to page 4 of this  
6 document, the right-hand column top of the page, it  
7 says, "In light of Mr. Bandas' scheme, the court finds  
8 that Ms. McBean's objections were filed for the improper  
9 purpose of obtaining a cash settlement in exchange for  
10 withdrawing the objections. Although the bad motive  
11 does not necessarily mean that the objections themselves  
12 are invalid, the motive does bear on the credibility of  
13 Mrs. McBean.

14 The bad motive provides a reason, i.e.,  
15 financial gain for Ms. McBean to insert herself into  
16 this litigation and lie about her class membership and  
17 reinforces the court's belief that she was not telling  
18 the truth when testifying about her purchase and use of  
19 Hydroxycut." Do you see that?

20 A. I see that paragraph.

21 Q. Does that concern you?

22 A. I don't have any context to evaluate it.

23 Q. Let's go back to the article that we started  
24 all this with. If you'd turn to page 3 of that article,  
25 do you see that? And then if you move to the middle

1       there it says "a personal epiphany, question mark." See  
2       that?

3             A. I see that heading.

4             Q. It says, "Bandas declined to be interviewed for  
5       this story, but he acknowledged unethical, improper, and  
6       misleading conduct in filing or causing to be filed  
7       objections to proposed class-action settlements in the  
8       brief triggering Judge Pallmeyer's order." That's the  
9       one we looked at before.

10            "He further acknowledged his reputation in  
11       courts across the country has been gravely but  
12       justifiably tarnished." Do you see that?

13            A. I see that paragraph.

14            Q. Does that cause you any concern?

15            A. I don't have any context outside of this  
16       article.

17            Q. But do you need context when your attorney  
18       admits to unethical, improper, and misleading conduct in  
19       filing or causing to be filing objections to proposed  
20       class-action settlements?

21            A. No, I don't have any details on those specifics  
22       and what's -- what's involved or what that -- what that  
23       means.

24            Q. You need specifics to know more about whether  
25       you should be concerned about your counsel admitting to

1     unethical and improper and misleading conduct in a  
2     federal court?

3             A.   Well, I'd like to -- to know what the specifics  
4     are before I make a judgment.

5                     (Exhibit No. 16 was marked.)

6             Q.   (By Mr. Pizzirusso) I'm handing you what's  
7     been marked Exhibit 16. Here's the motion where that  
8     language came from. So I don't know if you want to read  
9     the whole thing, but I would direct your attention to  
10    page 2. And it comes from a case, Edelson PC versus the  
11    Bandas Law Firm. It's defendant's motion for leave to  
12    amend answer and withdraw counterclaim and for judgment  
13    on the pleading. So this is the Bandas Law Firm and  
14    Christopher Bandas, the defendants, amending their  
15    answer to withdraw their counterclaim and allowing for  
16    judgment on the pleadings.

17                    And on the second page it says -- you want  
18    to -- are you reading it? I don't want to interrupt you  
19    if you --

20             A.   I'm reading page 1.

21             Q.   Okay. Do you now have further context about  
22    what we were just discussing?

23             A.   Well, there's no -- no details. There's no  
24    factual information.

25                    (Exhibit No. 17 was marked.)

1           Q. (By Mr. Pizzirusso) Let's mark this as 17. So  
2 this is the complaint from the case in which this order  
3 came. I don't expect you to sit here and read that  
4 entire complaint, but just so you understand, Edelson PC  
5 is a class-action law firm who sued the Bandas Law Firm  
6 and Christopher Bandas for engaging in a RICO enterprise  
7 and other violations of law in objecting to settlements  
8 to extract fees and not for the purposes of bettering  
9 those settlements. So this order came as a result of  
10 the complaint that they filed.

11                       Now, some of those claims were dismissed;  
12 some survived. I think the RICO -- it says in actually  
13 Footnote 1, "The court dismissed the following claims,  
14 RICO claims, the claim for permanent injunction or the  
15 All Writs Act and abuse of process claim, but some  
16 claims were allowed."

17                       So eventually the Bandas Law Firm filed a  
18 counterclaim. They withdrew it and actually asked for  
19 judgment to be entered on the pleadings. The judgment  
20 entered on that complaint.

21                       And here's what the specific portion of  
22 this document that the Bandas Law Firm admitted to or,  
23 you know, its counsel filed on its behalf: "Defendants  
24 wish to amend their pleading to admit that they have  
25 engaged in the unauthorized practice of law in Illinois

1 as described in the first amended complaint, that they  
2 have violated the unauthorized practice provision of the  
3 Illinois Attorney Act, 705 ILCS 205/1, and that  
4 plaintiff is entitled to a permanent injunction the  
5 defendant shall not engage in the practice of law in the  
6 State of Illinois unless and until they obtain  
7 authorization from the Supreme Court of Illinois to do  
8 so.

9 Additionally, informed by this Court's  
10 opinions and the opinion of Justice Hyman in Clark v.  
11 Gannett, 2018 Illinois App 1st 172401" -- that's the  
12 decision we read earlier -- "regarding defendant's  
13 unethical, improper and misleading conduct in filing or  
14 causing to be filed objections to proposed class-action  
15 settlements, defendants also agree that plaintiff is  
16 entitled to a permanent injunction. The defendant shall  
17 not file or cause to be filed any objection to proposed  
18 class-action settlements in any state or federal court  
19 unless such objection satisfies the following criteria."  
20 And they go through the two that we read from the order.

21 It says, "In sum, defendants propose to  
22 amend their answer, withdraw their counterclaim in order  
23 to agree that plaintiff is entitled to entry of the  
24 permanent injunction it has expressly sought under the  
25 Illinois Attorney Act and also granting the additional

1 relief relating to any future class-action objections by  
2 defendants as proposed herein. This relief is entirely  
3 justified under the circumstances."

4 This is the Bandas Law Firm and Christopher  
5 Bandas' own counsel saying this on his behalf and the  
6 firm's behalf. "Defendants understand and recognize the  
7 disservice to the legal profession and the reputation of  
8 attorneys generally that necessarily attends the court's  
9 finding that yet another member of the bar and law firm  
10 has placed self-interest and financial considerations  
11 above ethical obligations.

12 The orders of this court are a matter of  
13 public record. Defendants acknowledge that their  
14 reputations before the courts of this jurisdiction and  
15 across the country have been gravely but justifiably  
16 tarnished. Undoubtedly, should defendants continue to  
17 practice class litigation, they will carry the tattoo of  
18 these orders with them, and they greatly regret these  
19 circumstances that bring them before the court." Do you  
20 see that?

21 A. I see that paragraph.

22 Q. And does that cause you any concern?

23 A. You know, I -- it's, again, without context of  
24 what's actually involved.

25 Q. What additional context would you need to find

1 out?

2 A. Well, I don't know what is the allegation of  
3 unauthorized practice because it seems like everything  
4 else was dismissed.

5 Q. Well, do you intend on discussing these issues  
6 with your counsel to get more context about all the  
7 various decisions that we've gone over today?

8 A. You know, I'd have to address that with him. I  
9 can't answer that question.

10 Q. Do you know if there are disciplinary  
11 proceedings pending in front of the Texas state bar with  
12 respect to Mr. Bandas or his firm?

13 A. I'm not aware of anything.

14 Q. Would it concern you if there were?

15 A. Depending on the details and the context.

16 Q. Well, the details and the context of -- in  
17 particular an order or finding that he engaged in fraud  
18 on the court. I mean, that the Gannett -- Clark v.  
19 Gannett was referred to the -- sorry -- the disciplinary  
20 board in Illinois. We saw that in the order itself,  
21 right?

22 A. It may be in there. I didn't read through it  
23 all.

24 Q. Well, I think we went over it, but -- we quoted  
25 it and read it to you. But is your understanding that

1 if an attorney who is pro hoc vice in another state  
2 has -- is being investigated for ethical violations in  
3 that state, that would probably also go to his home  
4 state where he's barred, and they would look at that as  
5 well?

6 A. That's not something I'm aware of the  
7 procedures.

8 Q. You never had a court accuse you of fraud on a  
9 court; is that right?

10 A. I have not been accused of fraud.

11 Q. Never been accused of unauthorized practice of  
12 law?

13 A. I have not been accused of an unauthorized  
14 practice of law.

15 Q. Yet, you have no concern that counsel who you  
16 have retained have been accused of those things and, in  
17 fact, have admitted to at least some of them?

18 A. You know, again, I've known Rob for ten years  
19 and I trust him as an attorney. And I know that I can  
20 trust him.

21 Q. What about Mr. Bandas?

22 A. Well, I -- again, my primary contact has been  
23 through Rob. And I understand that both he and Chris  
24 have had a mixed bag of success.

25 Q. Would you refer to those numerous cases that we

1 just went through as a mixed bag of success?

2 A. Well, there were, again, 44 class actions that  
3 they've been involved in. I think we've been through  
4 just a handful. I don't know how representative these  
5 are of their history.

6 Q. But as an attorney, you have no problem being  
7 associated with counsel who have been accused of those  
8 things and similar objections?

9 A. Again, I can't answer that without, you know,  
10 the detailed context of what's involved.

11 Q. Do you think your choice of counsel reflects on  
12 you as an attorney?

13 A. I think I chose my counsel based on my history  
14 and personal knowledge of working with and being friends  
15 with Rob.

16 Q. I believe you also said at one point that you  
17 understood Mr. Bandas had an excellent reputation as  
18 well; is that correct?

19 A. He has a good reputation in the community as a  
20 plaintiff's attorney.

21 Q. And do you think that that's reflected by those  
22 decisions that we just went through?

23 A. Again, I don't know the context of what's  
24 involved.

25 Q. But you think his reputation is still excellent

1 based on what you've already read in the context you do  
2 know?

3 A. I think that he's earned his reputation in the  
4 community. And I can't speak to, you know, other cases  
5 that I don't know anything about.

6 Q. But you don't know about his reputation in the  
7 objector community; is that correct?

8 A. Again, this is my first ever objection. I  
9 don't have any other information about any other cases.

10 Q. Do you think activities of your counsel in past  
11 objections are something that you wish to be associated  
12 with?

13 A. You know, I can't speak to what any of their  
14 activities are.

15 Q. Do you think your partners would want you  
16 associated with counsel who have been accused of those  
17 activities?

18 A. I couldn't answer that question.

19 Q. If your objection is overruled, do you plan to  
20 appeal?

21 A. You know, I'll have to cross that bridge when  
22 we get there.

23 MR. PIZZIRUSSO: All right. Let's take a  
24 quick break. We might be done, but I just want a second  
25 to chat with my colleague, if that's okay.

1 (A recess was taken.)

2 MR. PIZZIRUSSO: I have no more questions,  
3 Mr. West. I would just encourage you to re-review the  
4 settlement materials to look at the value you could  
5 actually obtain from claiming the credit monitoring  
6 itself as opposed to the alternative cash compensation.

7 You could still maintain your objection.  
8 But as a class counsel in this case and as a class  
9 member, I think you will retain much more value from  
10 taking the credit monitoring in this case. So I would  
11 encourage you to look at that with your counsel or  
12 without. And with that, we would pass the witness.

13 MR. STEWART: I don't have any questions.

14

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1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE NORTHERN DISTRICT OF GEORGIA  
3                   ATLANTA DIVISION

4       In re:   Equifax, Inc.       §  
          Customer Data Security   §  
5       Breach Litigation           §   Case No.: 1:17-md-2800-TWT  
                                      §  
6                   §

7                   REPORTER'S CERTIFICATION  
8                   ORAL DEPOSITION OF MIKELL WEST

9                   DECEMBER 4, 2019

10                  I, SYLVIA KERR, Certified Shorthand Reporter in and  
11                  for the State of Texas, hereby certify to the following:

12                  That the witness, MIKELL WEST, was duly sworn by  
13                  the officer and that the transcript of the oral  
14                  deposition is a true record of the testimony given by  
15                  the witness;

16                  That the original deposition was delivered to  
17                  MR. JAMES J. PIZZIRUSSO;

18                  That a copy of this certificate was served on all  
19                  parties and/or the witness shown herein on\_\_\_\_\_.

20                  I further certify that pursuant to FRCP Rule  
21                  301(f)(i) that signature of the deponent:

22                  \_XXX\_ was requested by the deponent or a party  
23                  before the completion of the deposition and that the  
24                  signature is to be before any notary public and returned  
25                  within 30 days from date of receipt of the transcript.

                  If returned, the attached Changes and Signature Page  
                  contains any changes and the reasons therefore:

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1        \_\_\_\_\_ was not requested by the deponent or a party  
2        before the completion of the deposition.

3 I further certify that I am neither counsel for,  
4 related to, nor employed by any of the parties or  
5 attorneys in the action in which this proceeding was  
6 taken, and further that I am not financially or  
7 otherwise interested in the outcome of the action.

8 Certified to by me this 6th day of December, 2019.

9  
10 Sylvia Kurr

|    |                              |
|----|------------------------------|
| 11 | SYLVIA KERR, Texas CSR #4776 |
|----|------------------------------|

|  |                                |
|--|--------------------------------|
|  | Date of Expiration: 10/31/2021 |
|--|--------------------------------|

1 ROBERT W. CLORE, ESQ.

2 rclore@bandaslawfirm.com

3 December 9, 2019

4 RE: Equifax Inc. Customer Data Security Breach Litigation  
5 12/4/2019, Mikell West (#3798551)

6 The above-referenced transcript is available for  
7 review.

8 Within the applicable timeframe, the witness should  
9 read the testimony to verify its accuracy. If there are  
10 any changes, the witness should note those with the  
11 reason, on the attached Errata Sheet.

12 The witness should sign the Acknowledgment of  
13 Deponent and Errata and return to the deposing attorney.  
14 Copies should be sent to all counsel, and to Veritext at  
15 cs-ny@veritext.com.

16  
17 Return completed errata within 30 days from  
18 receipt of testimony.

19 If the witness fails to do so within the time  
20 allotted, the transcript may be used as if signed.

21  
22 Yours,

23 Veritext Legal Solutions  
24  
25

Equifax Inc. Customer Data Security Breach Litigation

Mikell West (#3798551)

E R R A T A S H E E T

PAGE \_\_\_\_\_ LINE \_\_\_\_\_ CHANGE \_\_\_\_\_

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REASON \_\_\_\_\_

Mikell West

Date

1 Equifax Inc. Customer Data Security Breach Litigation  
2 Mikell West (#3798551)

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, Mikell West, do hereby declare that I  
5 have read the foregoing transcript, I have made any  
6 corrections, additions, or changes I deemed necessary as  
7 noted above to be appended hereto, and that the same is  
8 a true, correct and complete transcript of the testimony  
9 given by me.

10  
11 \_\_\_\_\_  
12 Mikell West

\_\_\_\_\_  
Date

13 \*If notary is required

14 SUBSCRIBED AND SWORN TO BEFORE ME THIS  
15 \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

16  
17  
18 \_\_\_\_\_  
19 NOTARY PUBLIC  
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[&amp; - 78]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS  
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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